

05-1028-CD
Ford Motor vs. Tina Ball

2005-1028-CD
Ford Motor v. Tina Ball

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

FORD MOTOR CREDIT CO.,

Plaintiff

v.

TINA M. BALL,

Defendant(s)

)
) NO. 05-1028-CD
)
)
)
)
)
)

**COMPLAINT IN CIVIL
ACTION**

Filed on behalf of:
Ford Motor Credit Co.
Plaintiff

Counsel of Record for This
Party:

Gregg L. Morris, Esquire
Pa I.D. #69006

Patenaude & Felix, A.P.C.
213 E. Main Street
Carnegie, PA 15106
(412) 429-7675

April 21, 2006 Document
Reinstated/Reissued to Sheriff/Attorney
for service.


Deputy Prothonotary

BALL, TINA 2800.2815.wpd

Nov. 7, 2005 Document
Reinstated/Reissued to Sheriff/Attorney
for service.


Deputy Prothonotary

Dec. 2, 2005 Document
Reinstated/Reissued to Sheriff/Attorney
for service.


Deputy Prothonotary

FILED *iccsnsh*
m/4:00 PM *Att. pd. 85.00*
JUL 14 2005

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

FORD MOTOR CREDIT CO.,)
) NO.
Plaintiff)
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v.)
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TINA M. BALL,)
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NOTICE TO DEFEND

YOU HAVE BEEN SUED IN COURT. If you wish to defend against the claims set forth in the following pages, you must take action within TWENTY (20) DAYS after this Complaint and notice are served, by entering a written appearance personally or by attorney, and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

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**DAVID S. MEHOLICK
COURT ADMINISTRATION
CLEARFIELD COUNTY COURTHOUSE
CLEARFIELD, PA 16830
(814) 765-2641 Ext. 5982**

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PENNSYLVANIA

FORD MOTOR CREDIT CO.,)
) NO.
Plaintiff)
)
v.)
)
TINA M. BALL,)
)
Defendant(s))

COMPLAINT IN CIVIL ACTION

AND NOW, comes Plaintiff, FORD MOTOR CREDIT CO., by and through its attorney, GREGG L. MORRIS, ESQUIRE and the law offices of PATENAUDE & FELIX, A.P.C and files the following **Complaint in Civil Action**, and in support thereof aver as follows:

1. Plaintiff, Ford Motor Credit Co., is a corporation with offices at 575 East Swedesford Road, Suite 100, Wayne, Pennsylvania 19087.
2. Defendant is, Tina M. Ball, an adult individual, who is believed to currently reside at 9343 Tyrone Pike, Irvona, Pennsylvania 16656.
3. On or about October 25, 2000, the aforesaid Defendant entered into a written Automobile Retail Installment Contract (hereinafter "Contract") to purchase a "Vehicle" from a dealer (Seller) as more fully set forth in said Contract. A true and correct copy of the Contract is attached hereto, marked as Plaintiff's Exhibit "1" and incorporated by reference.
4. "Seller" thereafter assigned the Contract to Plaintiff, Ford Motor Credit Company.
5. Pursuant to the terms of the Contract, Defendant was to make Sixty (60) payments of \$604.74 commencing on, November 24, 2000.

6. The terms of the Contract provide for termination upon satisfaction by Defendant of all obligations provided thereunder.

7. Plaintiff avers that Defendant defaulted under the Contract by failing to make payments to Plaintiff as promised.

8. Due to Defendant's default under the Contract, Plaintiff exercised its rights to terminate the Contract.

9. After calculating early termination charges due to Plaintiff, Plaintiff avers that a deficiency balance of \$9,359.89 is due from Defendant as of January 21, 2005

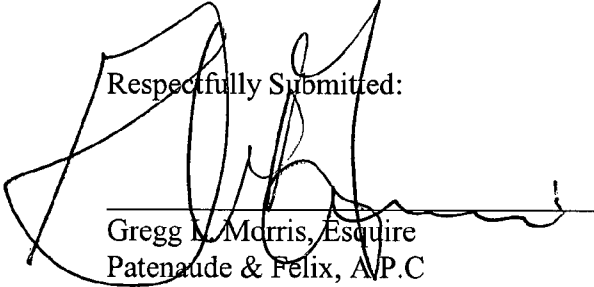
10. The terms of the Contract provide that Defendant will pay Plaintiff's reasonable attorney's fees.

11. Plaintiff avers that such attorney's fees will amount to \$2,800.00.

12. Despite repeated request, Defendant has willfully failed and/or refused to pay the aforesaid sum due.

WHEREFORE, Plaintiff demands Judgment in its favor, and against Defendant, in the amount of \$9,359.89, interest from the date of breach, reasonable attorney's fees in the amount of \$2,800.00 with continuing interest thereon at the legal rate from the date of Judgment plus costs. The damages requested are less than the maximum amount for compulsory arbitration as set by the Court.

Respectfully Submitted:



Gregg L. Morris, Esquire
Paternaude & Felix, A.P.C
213 E. Main Street
Carnegie, PA 15106
(412) 429-7675

PENNSYLVANIA SIMPLE INTEREST VEHICLE RETAIL INSTALMENT CONTRACT

DATE 10/25/00

Buyer (and Co-Buyer) Name and Address (including County and Zip Code)

TINA M BALL
MAIN STREET PO BOX 52
MAHAFFY PA 15757

CREDITOR (Seller Name and Address)

COUNTY FORD INC
401 PLEASANT VALLEY BLVD
ALTOONA PA 15562

You, the Buyer (and Co-Buyer, if any), may buy the vehicle described below for cash or on credit. The "Cash Price" shown is the "Total Sale Price" shown below is the credit price. By signing this contract, you choose to buy on credit under the agreement.



100 vehicle. The his contract.

New/Used	Year and Make	Model	GVW if Truck (lbs.)	Vehicle Identification Number	Use For Which Purchased
N	01 FORD	F150	GVWR	1FTRW08W71K085982	<input checked="" type="checkbox"/> Personal <input type="checkbox"/> Agricultural <input type="checkbox"/> Commercial

Trade-In	Year and Make	Gross Allowance	Amount Owning
N/A		N/A	N/A

- Cash Price \$ 27410.00 (1)
- Down Payment
Third Party Rebate Assigned To Creditor \$ N/A
Cash Down Payment \$ N/A
Trade-In \$ N/A Gross Allowance \$ N/A Amount Owning \$ N/A
Total Down Payment \$ N/A (2)
- Unpaid Balance of Cash Price (1 minus 2) \$ 27410.00 (3)
- Amounts paid on your behalf (Seller may be retaining a portion of these amounts)
To Insurance Companies for
Credit Life Insurance (for term of contract) \$ N/A
Credit Disability Insurance (for term of contract) \$ N/A
N/A (Term Months (Estimate)) \$ N/A
To Public Officials (i) for license (\$ N/A), title (\$ 22.50), & registration (\$ 58.50) fees \$ 81.00;
(ii) for filing fees \$ 5.00;
(iii) for taxes (not in Cash Price) \$ 1649.60 \$ 1735.00
To COURTESY FORD for Messenger Service \$ 55.00
To FORD MOTOR CO. for SERVICE CONTRACT \$ N/A
To GEN SYS SOLUTION for ONLINE REGISTRATION FEE \$ N/A
Total \$ 1790.00 (4)
5. Amount Financed (3 plus 4) \$ 29200.00 (5)

YOU MAY OBTAIN VEHICLE INSURANCE FROM A PERSON OF YOUR CHOICE.

YOU ARE NOT REQUIRED TO OBTAIN CREDIT LIFE, CREDIT DISABILITY AND OTHER OPTIONAL INSURANCE. THIS CONTRACT WILL NOT INCLUDE THEM UNLESS YOU SIGN AND AGREE TO PAY THE PREMIUM.

THIS CONTRACT DOES NOT INCLUDE LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS.

<input type="checkbox"/> Credit Life	AMERICAN REPUBLIC
Insurer	
\$ <u>N/A</u> Tina M Ball	
Premium	Insured(s)
Signature(s)	

<input type="checkbox"/> Disability	AMERICAN REPUBLIC
Insurer	
\$ <u>N/A</u> Tina M Ball	
Premium	Insured
Signature	

<input type="checkbox"/> Type of Insurance	N/A	N/A
Insurer	Term	Premium
Signature		

Credit Life and Credit Disability Insurance are for the term of the contract. The amount and coverages are shown in a notice or agreement given to you today.

You must insure the vehicle. If a charge is shown below, the Creditor will try to buy the coverages checked for the term shown. Coverages will be based on the cash value of the vehicle at time of loss, but not more than the limits of the policy.

<input type="checkbox"/> Comprehensive	<input type="checkbox"/> N/A	<input type="checkbox"/> Deductible Collision
<input type="checkbox"/> Fire-Theft-Combined Additional Coverage		
<input type="checkbox"/> Towing and Labor		
<input type="checkbox"/> Term	N/A	Months (Estimate)
Premium	N/A	

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate	The dollar amount the credit will cost you	The amount of credit provided to you or on your behalf	The amount you will have paid when you have made all scheduled payments	The total cost of your purchase on credit, including your downpayment
8.90 %	\$ 7083.80	\$ 29200.60	\$ 36284.40	\$ 36284.40

Number of Payments	Amount of Each Payment	When Payments are due
59	\$ 604.74	(monthly starting)
1 final	\$ 604.74	11/24/00

Payment: If you pay off your debt early, you will not have to pay a penalty.
Payment: You must pay a late charge on the portion of each payment received more than 10 days late. The charge is 2 percent of the late amount or \$50.00 whichever is less.
Security Interest: You are giving a security interest in the vehicle being purchased.
Contract: Please see this contract for additional information on security interest, nonpayment, default, the right to require repayment of your debt in full before the scheduled date, and payment penalty.

SALE VEHICLES: The charge shown in the above box for late payments applies where the vehicle purchased has a gross vehicular weight of less than 15,000 pounds. If the vehicle you purchased has a gross vehicular weight of 15,000 pounds or more, you must pay a late charge on the portion of each payment received more than 10 days late. The charge is 4 percent of the late amount or \$50, whichever is less.

If you do not meet your contract obligations, you may lose the vehicle that you are financing under this contract, as well as both parts and goods put on the vehicle and money or goods received for the vehicle.

NON-MODIFICATION DISCLOSURE

Any change in this contract must be in writing and signed by you and the Creditor.

BUYER Tina M Ball CO-BUYER:

Do not sign this contract in blank.
You are entitled to an exact copy of the contract you sign.
Keep it to protect your legal rights.

QUESTIONS?

Ford Credit



PLEASE CALL US AT 1-800-727-7000

99-001

EXHIBIT "C"

ADDITIONAL AGREEMENTS

A. Payments and Summary Notice: You must make all payments when they are due. You may prepay your debt at any time without penalty. This is a simple interest contract. The actual finance charge you agree to pay will depend on your payment patterns. The actual finance charge may exceed the disclosed Finance Charge if you make your payments later than the scheduled dates or in less than the scheduled amount. The Creditor will apply your payments first to the earned and unpaid part of the Finance Charge and then to the Amount Financed. The Creditor earns the Finance Charge by applying the Annual Percentage Rate to the unpaid Amount Financed for the actual time the unpaid Amount Financed is outstanding. If the vehicle is repossessed, you will not have a right to reinstate the contract unless the Creditor agrees.

B. Security Interest: You give the Creditor a security interest in:

1. The vehicle and all parts or other goods put on the vehicle;
2. All money or goods received for the vehicle; and
3. All insurance premiums and service contracts financed for you.

This secures payment of all amounts you owe in this contract. It also secures your other agreements in this contract.

C. Use of Vehicle - WARRANTIES : You must take care of the vehicle and obey all laws in using it. You may not sell or rent the vehicle, and you must keep it free from the claims of others. You will not use or permit the use of the vehicle outside of the United States, except for up to 30 days in Canada or Mexico, without the prior written consent of the Creditor. If the vehicle is of a type normally used for personal use and the Creditor, or the vehicle's manufacturer, extends a written warranty or service contract covering the vehicle within 90 days from the date of this contract, you get implied warranties of merchantability and fitness for a particular purpose covering the vehicle. Otherwise, you understand and agree that there are no such implied warranties.

D. Insurance: You must insure yourself and the Creditor against loss or damage to the vehicle. The Creditor must approve the type and amount of insurance. If the Creditor obtains a refund on insurance or service contracts, the Creditor will subtract the refund from what you owe. Whether or not the vehicle is insured, you must pay for it if it is lost, damaged, or destroyed.

If a charge for vehicle insurance is shown on the front, the Creditor will try to buy the coverages checked for the term shown. The Creditor is not liable, though, if he cannot do so. If these coverages cost more than the amount shown for insurance, the Creditor may buy them for a shorter term or he may give you credit for the amount shown. If he cannot buy any insurance, he will give you credit for the amount shown. The credit will be made to the last payments due.

E. Late Charge: You will have to pay a late charge on the portion of each payment made more than ten days late. The charge is shown on the front. Acceptance of a late payment does not excuse your default or mean that you can keep making payments after they are due. The Creditor may take the steps set forth in this contract, if there is any default.

F. Default: You will be in default if:

1. You do not make a payment when it is due; or
2. You gave false or misleading information on your credit application relating to this contract; or
3. Your vehicle is seized by any local, state, or federal authority and is not promptly and unconditionally returned to you; or
4. You file a bankruptcy petition or one is filed against you; or
5. You do not keep any other promise in this contract.

If you are in default, the Creditor may require you to pay at once the unpaid Amount Financed, the earned and unpaid part of the Finance Charge and all other amounts due under this contract. He may repossess (take back) the vehicle, too. He may also take goods found in or on the vehicle when repossessed and hold them for you.

If the vehicle is taken back, he will send you a notice. The notice will say that you may redeem (buy back) the vehicle. It will also show the amount needed to redeem. You may redeem the vehicle up to the time the Creditor sells it or agrees to sell it. If you do not redeem the vehicle, it will be sold.

The Creditor will use the money from the sale, less the allowed expenses, to pay the amount still owed on this contract. Expenses paid as a direct result of having to retake the vehicle, hold it for sale, and sell it are, as permitted by law, allowed expenses. Lawyers' fees and legal costs permitted by law are allowed, too. The Creditor will pay you any money left (a surplus). You will pay any money still owing after the sale to the Creditor. If you do not pay this amount when the Creditor asks, the Creditor may charge you interest at the highest lawful rate until you pay.

G. General: To contact Ford Motor Credit Company about this account, call 1-(800) 727-7000. The law of Pennsylvania applies to this contract. If that law does not allow all of the agreements in this contract, the ones that are not allowed will be void. The rest of this contract will still be good.

FTC NOTICES

NOTICE - ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

Used Motor Vehicle Buyers Guide. If you are buying a used vehicle with this contract, federal regulations may require a special Buyers Guide to be displayed on the window of the vehicle. **THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.**

GUARANTY

To cause the Seller to sell the vehicle described on the front of this contract to the Buyer, on credit, each person who signs below as a "Guarantor" guarantees the payment of this contract. This means that if the Buyer fails to pay any money that is owed on this contract, each one who signs as a guarantor will pay it when asked. Each person who signs below agrees that he will be liable for the whole amount owed even if one or more other persons also signs this Guaranty. He also agrees to be liable even if the Creditor does one or more of the following: (a) gives the Buyer more time to pay one or more payments, or (b) gives a release in full or in part to any of the other Guarantors, or (c) releases any security. Each Guarantor also states that he has received a completed copy of this contract and this Guaranty at the time of signing.

SEE BACK FOR ADDITIONAL AGREEMENTS

FC 17637-91 APR 95 (Previous editions may NOT be used.)

BRANCH COPY

By signing below, the Seller accepts this contract. If no other Assignee is named in a separate assignment attached to this contract, the Seller assigns it to Ford Motor Credit Company.

Buyer acknowledges receipt of a true and completely filled in copy of this contract at the time of signing.

(CO) BUYER SIGNS

BUYER SIGNS

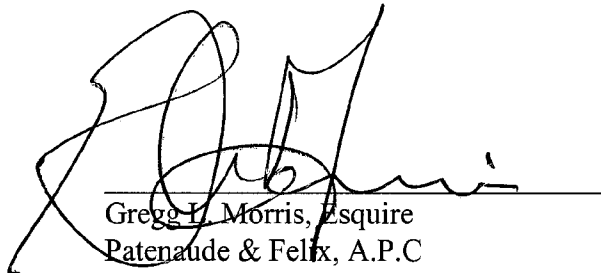
VERIFICATION

AND NOW, Gregg L. Morris, verifies the statements made in this Complaint that are true and correct to the best of his knowledge, information and belief. I understand that false statements herein are made subject to the penalties of Pa.C.S. Section 4904, relating to unsworn falsification to authorities.

By virtue of the fact that the Plaintiff is outside the jurisdiction of the Court and the verification cannot be obtained within the time allowed for the filing of this pleading, the pleading is submitted by counsel having sufficient knowledge, information and belief based upon the information provided by him by the Plaintiff. The verification of the party will be provided if requested.

Date: _____

7/12/05

A handwritten signature in black ink, appearing to read 'Gregg L. Morris', is written over a horizontal line.

Gregg L. Morris, Esquire
Patenatide & Felix, A.P.C
213 E. Main Street
Carnegie, PA 15106
(412) 429-7675

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

FORD MOTOR CREDIT CO.,

Plaintiff,

v.

TINA M. BALL,

Defendant.

NO. 05-1028-CD

**PRAECIPE TO
REINSTATE
COMPLAINT**

Filed on behalf of:
Ford Motor Credit Co.,
Plaintiff

Plaintiff

Counsel of Record for This
Party:

Gregg L. Morris, Esquire
Pa I.D. #69006

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213 E. Main Street
Carnegie, PA 15106
(412)429-7675

BALL, TINA 2800.2815.wpd

FILED Any pd 7.00
m/11:25/01
NOV 07 2005 1cc & 1 Complaint
Reinstated to
Shff

William A. Shaw
Prothonotary/Clerk of Courts

(66)

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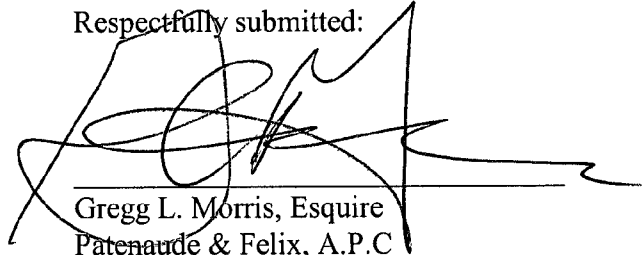
PRAECIPE TO REINSTATE COMPLAINT

TO: Prothonotary

Please reinstate Complaint in Civil Action on behalf of Plaintiff, Ford Motor Credit Company, and against Defendant, above named. Thank you.

Date: 10/31/05

Respectfully submitted:



Gregg L. Morris, Esquire
Patenaude & Felix, A.P.C
213 E. Main Street
Carnegie, PA 15106
(412) 429-7675

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 1 Services

Sheriff Docket # **100645**

FORD MOTOR CREDIT CO.

Case # 05-1028-CD

VS.

TINA M. BALL

SHERIFF RETURNS

NOW November 10, 2005 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT "NOT FOUND" AS TO TINA M. BALL, DEFENDANT. HOUSE BURNT DOWN, CAN'T LOCATE DEFENDANT.

SERVED BY: /

Return Costs

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	PATENAUDE	30530	10.00
SHERIFF HAWKINS	PATENAUDE	30530	35.87

Sworn to Before me This

_____ Day of _____ 2005

So Answers,


Chester A. Hawkins
Sheriff

FILED
01/12/49/01
NOV 10 2005
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
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Pa I.D. #69006

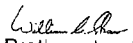
Patenaude & Felix, A.P.C.
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(412) 429-7675

BALL, TINA 2800.2815.wpd

I hereby certify this to be a true
and attested copy of the original
statement filed in this case.

JUL 14 2005

Attest.


Prothonotary/
Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

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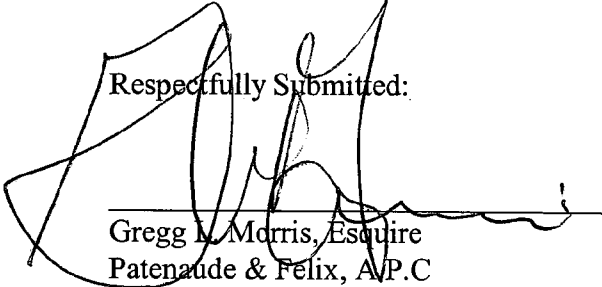
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Respectfully Submitted:



Gregg L. Morris, Esquire
Paternaude & Felix, A.P.C
213 E. Main Street
Carnegie, PA 15106
(412) 429-7675

PENNSYLVANIA SIMPLE INTEREST VEHICLE RETAIL INSTALMENT CONTRACT

DATE 10/25/00

Buyer (and Co-Buyer) Name and Address (including County and Zip Code)

TINA M BALL
MAIN STREET PO BOX 52
MAHAFFY PA 15757

CREDITOR (Seller Name and Address)

COURTESY FORD INC
401 PLEASANT VALLEY BLVD
ALTOONA PA 16602

You, the Buyer (and Co-Buyer, if any), may buy the vehicle described below for cash or on credit. The "Cash Price" shown below is the credit price. By signing this contract, you choose to buy on credit under the agreement.

New/Used	Year and Make	Model	GVW if Truck (lbs.)	Vehicle Identification Number	Use For Which Purchased
N	01 FORD	F150	GVWR	1FTRW08W71K085982	<input checked="" type="checkbox"/> Personal <input type="checkbox"/> Agricultural <input type="checkbox"/> Commercial

Trade-In	Year and Make	Gross Allowance	Amount Owning
N/A	N/A	N/A	N/A

1. Cash Price	\$ 27410.00 (1)
2. Down Payment	
Third Party Rebate Assigned To Creditor	\$ N/A
Cash Down Payment	\$ N/A
Trade-In	\$ N/A
Total Down Payment	\$ N/A (2)
3. Unpaid Balance of Cash Price (1 minus 2)	\$ 27410.00 (3)
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To Insurance Companies for	
Credit Life Insurance (for term of contract)	\$ N/A
Credit Disability Insurance (for term of contract)	\$ N/A
To Public Officials (i) for license (\$ N/A), title (\$ 22.50), & registration (\$ 58.50) fees \$ 81.00;	
(ii) for filing fees \$ 5.00;	
(iii) for taxes (not in Cash Price) \$ 1649.60	\$ 1735.00
To COURTESY FORD for Messenger Service	\$ 55.00
To FORD MOTOR CO. for SERVICE CONTRACT	\$ N/A
To GEN SYS SOLUTION for ONLINE REGISTRATION FEE	\$ N/A
Total	\$ 1790.00 (4)
5. Amount Financed (3 plus 4)	\$ 29200.00 (5)

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate	The dollar amount the credit will cost you	The amount of credit provided to you or on your behalf	The amount you will have paid when you have made all scheduled payments	The total cost of your purchase on credit, including your downpayment
8.90 %	\$ 7083.80	\$ 29200.00	\$ 36284.40	\$ 36284.40

Payment Schedule	Number of Payments	Amount of each payment	When Payments are due
59	59	\$ 604.74	(monthly starting) 11/24/00
1 final	1	\$ 604.74	

Payment: If you pay off your debt early, you will not have to pay a penalty.
Payment: You must pay a late charge on the portion of each payment received more than 10 days late. The charge is 2 percent of the late amount or \$50.00 whichever is less.
Security Interest: You are giving a security interest in the vehicle being purchased.
Contract: Please see this contract for additional information on security interest, nonpayment, default, the right to require repayment of your debt in full before the scheduled date, and payment penalty.

VEHICLES: The charge shown in the above box for late payments applies where the vehicle purchased has a gross vehicular weight of less than 15,000 pounds. If the vehicle you purchased has a gross vehicular weight of 15,000 pounds or more, you must pay a late charge on the portion of each payment received more than 10 days late. The charge is 4 percent of the late amount or \$50, whichever is less.

If you do not meet your contract obligations, you may lose the vehicle that you are financing under this contract, as both parts and goods put on the vehicle and money or goods received for the vehicle.

NON-MODIFICATION DISCLOSURE

Any change in this contract must be in writing and signed by you and the Creditor.

BUYER Tina M. Ball CO-BUYER:

Do not sign this contract in blank.
You are entitled to an exact copy of the contract you sign.
Keep it to protect your legal rights.

YOU MAY OBTAIN VEHICLE INSURANCE FROM A PERSON OF YOUR CHOICE.

YOU ARE NOT REQUIRED TO OBTAIN CREDIT LIFE, CREDIT DISABILITY AND OTHER OPTIONAL INSURANCE. THIS CONTRACT WILL NOT INCLUDE THEM UNLESS YOU SIGN AND AGREE TO PAY THE PREMIUM.

THIS CONTRACT DOES NOT INCLUDE LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS.

<input type="checkbox"/> Credit Life	AMERICAN REPUBLIC
Insurer	
\$ N/A	TINA M BALL
Premium	Insured(s)
Signature(s)	

<input type="checkbox"/> Credit Disability	AMERICAN REPUBLIC
Insurer	
\$ N/A	TINA M BALL
Premium	Insured
Signature	

<input type="checkbox"/> Type of Insurance	Term
N/A	N/A
Insurer	Premium
Signature	

Credit Life and Credit Disability Insurance are for the term of the contract. The amount and coverages are shown in a notice or agreement given to you today.

You must insure the vehicle. If a charge is shown below, the Creditor will try to buy the coverages checked for the term shown. Coverages will be based on the cash value of the vehicle at time of loss, but not more than the limits of the policy.

<input type="checkbox"/> Comprehensive	<input type="checkbox"/> \$ N/A	Deductible Collision
<input type="checkbox"/> Fire- Theft-Combined Additional Cover		
<input type="checkbox"/> Towing and Labor		
<input type="checkbox"/> Term	N/A	Months (Estimate)
Premium	N/A	

QUESTIONS?

Ford Credit



PLEASE CALL US AT 1-800-727-7000
99-001

EXHIBIT "C"

ADDITIONAL AGREEMENTS

A. Payments and Summary Notice: You must make all payments when they are due. You may prepay your debt at any time without penalty. This is a simple interest contract. The actual finance charge you agree to pay will depend on your payment patterns. The actual finance charge may exceed the disclosed Finance Charge if you make your payments later than the scheduled dates or in less than the scheduled amount. The Creditor will apply your payments first to the earned and unpaid part of the Finance Charge and then to the Amount Financed. The Creditor earns the Finance Charge by applying the Annual Percentage Rate to the unpaid Amount Financed for the actual time the unpaid Amount Financed is outstanding. If the vehicle is repossessed, you will not have a right to reinstate the contract unless the Creditor agrees.

B. Security Interest: You give the Creditor a security interest in:

1. The vehicle and all parts or other goods put on the vehicle;
2. All money or goods received for the vehicle; and
3. All insurance premiums and service contracts financed for you.

This secures payment of all amounts you owe in this contract. It also secures your other agreements in this contract.

C. Use of Vehicle - WARRANTIES : You must take care of the vehicle and obey all laws in using it. You may not sell or rent the vehicle, and you must keep it free from the claims of others. You will not use or permit the use of the vehicle outside of the United States, except for up to 30 days in Canada or Mexico, without the prior written consent of the Creditor. If the vehicle is of a type normally used for personal use and the Creditor, or the vehicle's manufacturer, extends a written warranty or service contract covering the vehicle within 90 days from the date of this contract, you get implied warranties of merchantability and fitness for a particular purpose covering the vehicle. Otherwise, you understand and agree that there are no such implied warranties.

D. Insurance: You must insure yourself and the Creditor against loss or damage to the vehicle. The Creditor must approve the type and amount of insurance. If the Creditor obtains a refund on insurance or service contracts, the Creditor will subtract the refund from what you owe. Whether or not the vehicle is insured, you must pay for it if it is lost, damaged, or destroyed.

If a charge for vehicle insurance is shown on the front, the Creditor will try to buy the coverages checked for the term shown. The Creditor is not liable, though, if he cannot do so. If these coverages cost more than the amount shown for insurance, the Creditor may buy them for a shorter term or he may give you credit for the amount shown. If he cannot buy any insurance, he will give you credit for the amount shown. The credit will be made to the last payments due.

E. Late Charge: You will have to pay a late charge on the portion of each payment made more than ten days late. The charge is shown on the front. Acceptance of a late payment does not excuse your default or mean that you can keep making payments after they are due. The Creditor may take the steps set forth in this contract, if there is any default.

F. Default: You will be in default if:

1. You do not make a payment when it is due; or
2. You gave false or misleading information on your credit application relating to this contract; or
3. Your vehicle is seized by any local, state, or federal authority and is not promptly and unconditionally returned to you; or
4. You file a bankruptcy petition or one is filed against you; or
5. You do not keep any other promise in this contract.

If you are in default, the Creditor may require you to pay at once the unpaid Amount Financed, the earned and unpaid part of the Finance Charge and all other amounts due under this contract. He may repossess (take back) the vehicle, too. He may also take goods found in or on the vehicle when repossessed and hold them for you.

If the vehicle is taken back, he will send you a notice. The notice will say that you may redeem (buy back) the vehicle. It will also show the amount needed to redeem. You may redeem the vehicle up to the time the Creditor sells it or agrees to sell it. If you do not redeem the vehicle, it will be sold.

The Creditor will use the money from the sale, less the allowed expenses, to pay the amount still owed on this contract. Expenses paid as a direct result of having to retake the vehicle, hold it for sale, and sell it are, as permitted by law, allowed expenses. Lawyers' fees and legal costs permitted by law are allowed, too. The Creditor will pay you any money left (a surplus). You will pay any money still owing after the sale to the Creditor. If you do not pay this amount when the Creditor asks, the Creditor may charge you interest at the highest lawful rate until you pay.

G. General: To contact Ford Motor Credit Company about this account, call 1-(800) 727-7000. The law of Pennsylvania applies to this contract. If that law does not allow all of the agreements in this contract, the ones that are not allowed will be void. The rest of this contract will still be good.

FTC NOTICES

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GUARANTY

To cause the Seller to sell the vehicle described on the front of this contract to the Buyer, on credit, each person who signs below as a "Guarantor" guarantees the payment of this contract. This means that if the Buyer fails to pay any money that is owed on this contract, each one who signs as a guarantor will pay it when asked. Each person who signs below agrees that he will be liable for the whole amount owed even if one or more other persons also signs this Guaranty. He also agrees to be liable even if the Creditor does one or more of the following: (a) gives the Buyer more time to pay one or more payments, or (b) gives a release in full or in part to any of the other Guarantors, or (c) releases any security. Each Guarantor also states that he has received a completed copy of this contract and this Guaranty at the time of signing.

SEE BACK FOR ADDITIONAL AGREEMENTS

(Previous editions may NOT be used.)

BRANCH COPY

By signing below, the Seller accepts this contract. If no other Assignee is named in a separate assignment attached to this contract, the Seller assigns it to Ford Motor Credit Company.

Selling Agent: CONQUEST ROAD INC.

Title: Seller

Buyer acknowledges receipt of a true and completely filled in copy of this contract at the time of signing.

Buyer Signs: X [Signature]

(Co) Buyer Signs: _____

BUYER SIGNS (CO) BUYER SIGNS

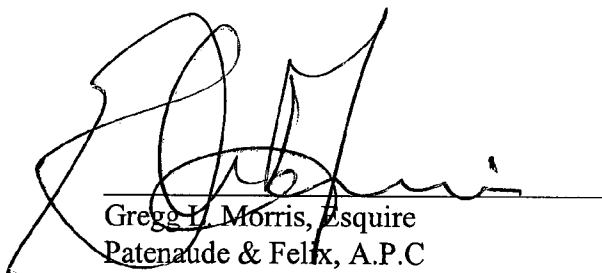
VERIFICATION

AND NOW, Gregg L. Morris, verifies the statements made in this Complaint that are true and correct to the best of his knowledge, information and belief. I understand that false statements herein are made subject to the penalties of Pa.C.S. Section 4904, relating to unsworn falsification to authorities.

By virtue of the fact that the Plaintiff is outside the jurisdiction of the Court and the verification cannot be obtained within the time allowed for the filing of this pleading, the pleading is submitted by counsel having sufficient knowledge, information and belief based upon the information provided by him by the Plaintiff. The verification of the party will be provided if requested.

Date: _____

7/12/05



Gregg L. Morris, Esquire
Patenade & Felix, A.P.C
213 E. Main Street
Carnegie, PA 15106
(412) 429-7675

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

FORD MOTOR CREDIT CO.,

Plaintiff,

v.

TINA M. BALL,

Defendant.

NO. 05-1028-CD

**PRAECIPE TO
REINSTATE
COMPLAINT**

Filed on behalf of:
Ford Motor Credit Co.,
Plaintiff

Plaintiff

Counsel of Record for This
Party:

Gregg L. Morris, Esquire
Pa I.D. #69006

Patenaude & Felix, A.P.C.
213 E. Main Street
Carnegie, PA 15106
(412)429-7675

BALL, TINA 2800.2815.wpd

FILED Aug pd. 7.00
m/10:17/01 ICC & 1 Compl.
DEC 02 2005 Reinstated to
Shff

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

FORD MOTOR CREDIT CO.,)	
	)	NO. 05-1028-CD
Plaintiff,)	
)	
v.)	
)	
TINA M. BALL,)	
)	
Defendant.)	

PRAECIPE TO REINSTATE COMPLAINT

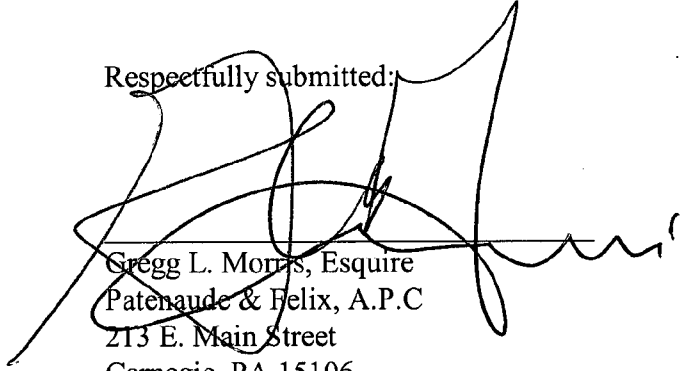
TO: Prothonotary

Please reinstate Complaint in Civil Action on behalf of Plaintiff, Ford Motor Credit Company, and against Defendant, above named. Thank you.

Date:

11/22/05

Respectfully submitted:


Gregg L. Morris, Esquire
Patenaude & Felix, A.P.C
213 E. Main Street
Carnegie, PA 15106
(412) 429-7675

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

FORD MOTOR CREDIT CO.,

Plaintiff

v.

TINA M. BALL,

Defendant(s)

)
) NO. 05-1028-CD
)
)
)
)
)
)
)

**COMPLAINT IN CIVIL
ACTION**

Filed on behalf of:
Ford Motor Credit Co.
Plaintiff

Counsel of Record for This
Party:

Gregg L. Morris, Esquire
Pa I.D. #69006

Patenaude & Felix, A.P.C.
213 E. Main Street
Carnegie, PA 15106
(412) 429-7675

BALL, TINA 2800.2815.wpd

11-7-05 Document
Reinstated/Reissued to Sheriff/Attorney
for service.

Deputy Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

FORD MOTOR CREDIT CO.,)
	) NO.
Plaintiff)
)
v.)
)
TINA M. BALL,)
)
Defendant(s))

NOTICE TO DEFEND

YOU HAVE BEEN SUED IN COURT. If you wish to defend against the claims set forth in the following pages, you must take action within TWENTY (20) DAYS after this Complaint and notice are served, by entering a written appearance personally or by attorney, and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

**DAVID S. MEHOLICK
COURT ADMINISTRATION
CLEARFIELD COUNTY COURTHOUSE
CLEARFIELD, PA 16830
(814) 765-2641 Ext. 5982**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

FORD MOTOR CREDIT CO.,)
	) NO.
Plaintiff)
)
v.)
)
TINA M. BALL,)
)
Defendant(s))

COMPLAINT IN CIVIL ACTION

AND NOW, comes Plaintiff, FORD MOTOR CREDIT CO., by and through its attorney, GREGG L. MORRIS, ESQUIRE and the law offices of PATENAUDE & FELIX, A.P.C and files the following **Complaint in Civil Action**, and in support thereof aver as follows:

1. Plaintiff, Ford Motor Credit Co., is a corporation with offices at 575 East Swedesford Road, Suite 100, Wayne, Pennsylvania 19087.
2. Defendant is, Tina M. Ball, an adult individual, who is believed to currently reside at 9343 Tyrone Pike, Irvona, Pennsylvania 16656.
3. On or about October 25, 2000, the aforesaid Defendant entered into a written Automobile Retail Installment Contract (hereinafter "Contract") to purchase a "Vehicle" from a dealer (Seller) as more fully set forth in said Contract. A true and correct copy of the Contract is attached hereto, marked as Plaintiff's Exhibit "1" and incorporated by reference.
4. "Seller" thereafter assigned the Contract to Plaintiff, Ford Motor Credit Company.
5. Pursuant to the terms of the Contract, Defendant was to make Sixty (60) payments of \$604.74 commencing on, November 24, 2000.

6. The terms of the Contract provide for termination upon satisfaction by Defendant of all obligations provided thereunder.

7. Plaintiff avers that Defendant defaulted under the Contract by failing to make payments to Plaintiff as promised.

8. Due to Defendant's default under the Contract, Plaintiff exercised its rights to terminate the Contract.

9. After calculating early termination charges due to Plaintiff, Plaintiff avers that a deficiency balance of \$9,359.89 is due from Defendant as of January 21, 2005

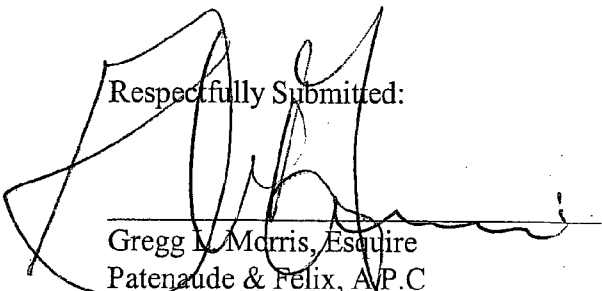
10. The terms of the Contract provide that Defendant will pay Plaintiff's reasonable attorney's fees.

11. Plaintiff avers that such attorney's fees will amount to \$2,800.00.

12. Despite repeated request, Defendant has willfully failed and/or refused to pay the aforesaid sum due.

WHEREFORE, Plaintiff demands Judgment in its favor, and against Defendant, in the amount of \$9,359.89, interest from the date of breach, reasonable attorney's fees in the amount of \$2,800.00 with continuing interest thereon at the legal rate from the date of Judgment plus costs. The damages requested are less than the maximum amount for compulsory arbitration as set by the Court.

Respectfully Submitted:



Gregg A. Morris, Esquire
Paternaude & Felix, A.P.C
213 E. Main Street
Carnegie, PA 15106
(412) 429-7675

PENNSYLVANIA SIMPLE INTEREST VEHICLE RETAIL INSTALMENT CONTRACT

DATE 10/25/00

Buyer (and Co-Buyer) Name and Address (including County and Zip Code)

TINA M BALL
MAIN STREET PO BOX 52
MAHAFFY PA 15757

CREDITOR (Seller Name and Address)

COURTESY FORD INC
401 PLEASANT VALLEY BLVD
ALTOONA PA 16602

You, the Buyer (and Co-Buyer, if any), may buy the vehicle described below for cash or on credit. The "Cash Price" show Total Sale Price" shown below is the credit price. By signing this contract, you choose to buy on credit under the agree



100

vehicle. The his contract.

New/Used	Year and Make	Model	GVW if Truck (lbs.)	Vehicle Identification Number	Use For Which Purchased
N	01 FORD	F150	GVWR	1FTRW08W71K095982	<input checked="" type="checkbox"/> Personal <input type="checkbox"/> Agricultural <input type="checkbox"/> Commercial

Trade-In	Year and Make	Gross Allowance	Amount Owng
N/A	N/A	N/A	N/A

1. Cash Price	\$ 27410.00 (1)
2. Down Payment	
Third Party Rebate Assigned To Creditor	\$ 5.00
Cash Down Payment	\$ N/A
Trade-In	\$ N/A \$ N/A \$ N/A
Total Down Payment	\$ N/A (2)
3. Unpaid Balance of Cash Price (1 minus 2)	\$ 27410.00 (3)
4. Amounts paid on your behalf (Seller may be retaining a portion of these amounts)	
To Insurance Companies for	
Credit Life Insurance (for term of contract)	\$ N/A
Credit Disability Insurance (for term of contract)	\$ N/A
N/A (Term Months (Estimate))	\$ N/A
To Public Officials (i) for license (\$ N/A), title (\$ 22.50), & registration (\$ 58.50) fees \$ 81.00 ;	
(ii) for filing fees \$ 5.00 ;	
(iii) for taxes (not in Cash Price) \$ 1649.50	\$ 1735.00
To for Messenger Service	\$ 55.00
To COURTESY FORD for DOC/NOTARY/ONLINE	\$ 55.00
To FORD MOTOR CO. for SERVICE CONTRACT	\$ N/A
To GEN SYS SOLUTION for ONLINE REGISTRATION FS	\$ N/A
Total	\$ 1790.00 (4)
5. Amount Financed (3 plus 4)	\$ 29200.00 (5)

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate	The dollar amount the credit will cost you	The amount of credit provided to you or on your behalf	The amount you will have paid when you have made all scheduled payments	The total cost of your purchase on credit, including your downpayment
8.90 %	\$ 7083.80	\$ 29200.00	\$ 36284.40	\$ 36284.40

Number of Payments	Amount of Each Payment	When Payments are due
59	\$ 604.74	(monthly starting)
1 final	\$ 604.74	11/24/00

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 Contract: Please see this contract for additional information on security interest, nonpayment, default, the right to require repayment of your debt in full before the scheduled date, and payment penalty.

VEHICLES: The charge shown in the above box for late payments applies where the vehicle purchased has a gross vehicular weight of less than 15,000 pounds. If the vehicle you purchased has a gross vehicular weight of 15,000 pounds or more, you must pay a late charge on the portion of each payment received more than 10 days late. The charge is 4 percent of the late amount or \$50, whichever is less.

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BUYER Tina M Ball CO-BUYER:

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 You are entitled to an exact copy of the contract you sign.
 Keep it to protect your legal rights.

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YOU ARE NOT REQUIRED TO OBTAIN CREDIT LIFE, CREDIT DISABILITY AND OTHER OPTIONAL INSURANCE. THIS CONTRACT WILL NOT INCLUDE THEM UNLESS YOU SIGN AND AGREE TO PAY THE PREMIUM.

THIS CONTRACT DOES NOT INCLUDE LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS.

<input type="checkbox"/> Credit Life	AMERICAN REPUBLIC
Insurer	
\$ N/A	TINA M BALL
Premium	Insured(s)
Signature(s)	

<input type="checkbox"/> Disability	AMERICAN REPUBLIC
Insurer	
\$ N/A	TINA M BALL
Premium	Insured
Signature	

<input type="checkbox"/> Type of Insurance	N/A
Insurer	Term
\$ N/A	Premium
Signature	

Credit Life and Credit Disability Insurance are for the term of the contract. The amount and coverages are shown in a notice or agreement given to you today.

You must insure the vehicle. If a charge is shown below, the Creditor will try to buy the coverages checked for the term shown. Coverages will be based on the cash value of the vehicle at time of loss, but not more than the limits of the policy.

<input type="checkbox"/> Comprehensive	<input type="checkbox"/> \$ N/A Deductible
<input type="checkbox"/> Fire-Theft-Combined Additional Cover	Collision
<input type="checkbox"/> Towing and Labor	
<input type="checkbox"/> Term	N/A Months (Estimate)
Premium	\$ N/A

QUESTIONS?



PLEASE CALL US AT 1-800-727-7000
 99-001

EXHIBIT "C"

ADDITIONAL AGREEMENTS

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This secures payment of all amounts you owe in this contract. It also secures your other agreements in this contract.

C. Use of Vehicle - WARRANTIES : You must take care of the vehicle and obey all laws in using it. You may not sell or rent the vehicle, and you must keep it free from the claims of others. You will not use or permit the use of the vehicle outside of the United States, except for up to 30 days in Canada or Mexico, without the prior written consent of the Creditor. If the vehicle is of a type normally used for personal use and the Creditor, or the vehicle's manufacturer, extends a written warranty or service contract covering the vehicle within 90 days from the date of this contract, you get implied warranties of merchantability and fitness for a particular purpose covering the vehicle. Otherwise, you understand and agree that there are no such implied warranties.

D. Insurance: You must insure yourself and the Creditor against loss or damage to the vehicle. The Creditor must approve the type and amount of insurance. If the Creditor obtains a refund on insurance or service contracts, the Creditor will subtract the refund from what you owe. Whether or not the vehicle is insured, you must pay for it if it is lost, damaged, or destroyed.

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2. You gave false or misleading information on your credit application relating to this contract; or
3. Your vehicle is seized by any local, state, or federal authority and is not promptly and unconditionally returned to you; or
4. You file a bankruptcy petition or one is filed against you; or
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SEE BACK FOR ADDITIONAL AGREEMENTS

FC 17537-SI APR 88 (Previous editions may NOT be used.)

BRANCH COPY

By signing below, the Seller accepts this contract. If no other Assignee is named in a separate assignment attached to this contract, the Seller assigns it to Ford Motor Credit Company.

(Co) Buyer Signs

Buyer acknowledges receipt of a true and completely filled in copy of this contract at the time of signing.

(Co) BUYER SIGNS

BUYER SIGNS

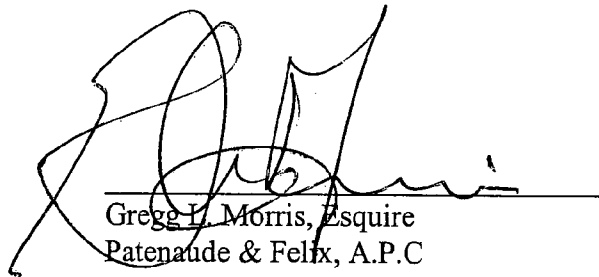
VERIFICATION

AND NOW, Gregg L. Morris, verifies the statements made in this Complaint that are true and correct to the best of his knowledge, information and belief. I understand that false statements herein are made subject to the penalties of Pa.C.S. Section 4904, relating to unsworn falsification to authorities.

By virtue of the fact that the Plaintiff is outside the jurisdiction of the Court and the verification cannot be obtained within the time allowed for the filing of this pleading, the pleading is submitted by counsel having sufficient knowledge, information and belief based upon the information provided by him by the Plaintiff. The verification of the party will be provided if requested.

Date: _____

7/12/05



Gregg L. Morris, Esquire
Paternaude & Felix, A.P.C
213 E. Main Street
Carnegie, PA 15106
(412) 429-7675

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 1 Services

Sheriff Docket # **100979**

FORD MOTOR CREDIT CO.

Case # 05-1028-CD

vs.

TINA M. BALL

TYPE OF SERVICE COMPLAINT

SHERIFF RETURNS

NOW December 06, 2005 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT "NOT FOUND" AS TO TINA M. BALL, DEFENDANT. MOVED FROM RR#1 BOX 46K, IRVONA, PA..

SERVED BY: /


Return Costs

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	PATENAUDE	30870	10.00
SHERIFF HAWKINS	PATENAUDE	30870	31.19

Sworn to Before me This

_____ Day of _____ 2005

So Answers,


Chester A. Hawkins
Sheriff

FILED

010:5501
DEC 07 2005

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

FORD MOTOR CREDIT CO.,

Plaintiff

v.

TINA M. BALL,

Defendant(s)

)
) NO. 05-1028-CD
)
)
)
)
)
)

**COMPLAINT IN CIVIL
ACTION**

Filed on behalf of:
Ford Motor Credit Co.
Plaintiff

Counsel of Record for This
Party:

Gregg L. Morris, Esquire
Pa I.D. #69006

Patenaude & Felix, A.P.C.
213 E. Main Street
Carnegie, PA 15106
(412) 429-7675

BALL, TINA 2800.2815.wpd

11-7-05 Document
Reinstated/Reissued to Sheriff/Attorney
for service. *William A. Lister*
Deputy Prothonotary 307

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

FORD MOTOR CREDIT CO.,)
	) NO.
Plaintiff)
)
v.)
)
TINA M. BALL,)
)
Defendant(s))

NOTICE TO DEFEND

YOU HAVE BEEN SUED IN COURT. If you wish to defend against the claims set forth in the following pages, you must take action within TWENTY (20) DAYS after this Complaint and notice are served, by entering a written appearance personally or by attorney, and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

**DAVID S. MEHOLICK
COURT ADMINISTRATION
CLEARFIELD COUNTY COURTHOUSE
CLEARFIELD, PA 16830
(814) 765-2641 Ext. 5982**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

FORD MOTOR CREDIT CO.,)
	) NO.
Plaintiff)
)
v.)
)
TINA M. BALL,)
)
Defendant(s))

COMPLAINT IN CIVIL ACTION

AND NOW, comes Plaintiff, FORD MOTOR CREDIT CO., by and through its attorney, GREGG L. MORRIS, ESQUIRE and the law offices of PATENAUDE & FELIX, A.P.C and files the following **Complaint in Civil Action**, and in support thereof aver as follows:

1. Plaintiff, Ford Motor Credit Co., is a corporation with offices at 575 East Swedesford Road, Suite 100, Wayne, Pennsylvania 19087.
2. Defendant is, Tina M. Ball, an adult individual, who is believed to currently reside at 9343 Tyrone Pike, Irvona, Pennsylvania 16656.
3. On or about October 25, 2000, the aforesaid Defendant entered into a written Automobile Retail Installment Contract (hereinafter "Contract") to purchase a "Vehicle" from a dealer (Seller) as more fully set forth in said Contract. A true and correct copy of the Contract is attached hereto, marked as Plaintiff's Exhibit "1" and incorporated by reference.
4. "Seller" thereafter assigned the Contract to Plaintiff, Ford Motor Credit Company.
5. Pursuant to the terms of the Contract, Defendant was to make Sixty (60) payments of \$604.74 commencing on, November 24, 2000.

6. The terms of the Contract provide for termination upon satisfaction by Defendant of all obligations provided thereunder.

7. Plaintiff avers that Defendant defaulted under the Contract by failing to make payments to Plaintiff as promised.

8. Due to Defendant's default under the Contract, Plaintiff exercised its rights to terminate the Contract.

9. After calculating early termination charges due to Plaintiff, Plaintiff avers that a deficiency balance of \$9,359.89 is due from Defendant as of January 21, 2005

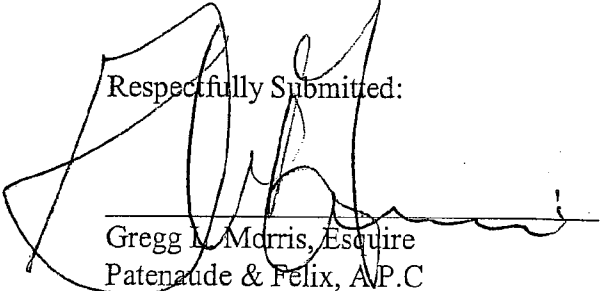
10. The terms of the Contract provide that Defendant will pay Plaintiff's reasonable attorney's fees.

11. Plaintiff avers that such attorney's fees will amount to \$2,800.00.

12. Despite repeated request, Defendant has willfully failed and/or refused to pay the aforesaid sum due.

WHEREFORE, Plaintiff demands Judgment in its favor, and against Defendant, in the amount of \$9,359.89, interest from the date of breach, reasonable attorney's fees in the amount of \$2,800.00 with continuing interest thereon at the legal rate from the date of Judgment plus costs. The damages requested are less than the maximum amount for compulsory arbitration as set by the Court.

Respectfully Submitted:



Gregg M. Morris, Esquire
Paternaude & Felix, A.P.C
213 E. Main Street
Carnegie, PA 15106
(412) 429-7675

PENNSYLVANIA SIMPLE INTEREST VEHICLE RETAIL INSTALMENT CONTRACT

DATE 10/25/00

Buyer (and Co-Buyer) Name and Address (including County and Zip Code)

TINA M BALL
MAIN STREET PO BOX 52
MAHAFFY PA 15757

CREDITOR (Seller Name and Address)

COURTESY FORD INC
401 PLEASANT VALLEY BLVD
ALFORD PA 16802

You, the Buyer (and Co-Buyer, if any), may buy the vehicle described below for cash or on credit. The "Cash Price" shows Total Sale Price shown below is the credit price. By signing this contract, you choose to buy on credit under the agreement.



100

vehicle. The
his contract.

New/Used	Year and Make	Model	GVW # Truck (lbs.)	Vehicle Identification Number	Use For Which Purchased
N	01 FORD	F150	GVWR	1FTRW08W71K085982	<input checked="" type="checkbox"/> Personal <input type="checkbox"/> Agricultural <input type="checkbox"/> Commercial

Trade-in	Year and Make	Gross Allowance	Amount Owning
N/A	N/A	N/A	N/A

- Cash Price \$ 27410.00 (1)
- Down Payment
 - Third Party Rebate Assigned To Creditor \$ N/A
 - Cash Down Payment \$ N/A
 - Trade-in N/A \$ N/A \$ N/A \$ N/A
 - Total Down Payment \$ N/A
- Unpaid Balance of Cash Price (1 minus 2) \$ 27410.00 (3)
- Amounts paid on your behalf (Seller may be retaining a portion of these amounts)
 - To Insurance Companies for
 - Credit Life Insurance (for term of contract) \$ N/A
 - Credit Disability Insurance (for term of contract) \$ N/A
 - N/A [Term Months (Estimate)] \$ N/A
 - To Public Officials (i) for license (\$ N/A), title (\$ 22.50), & registration (\$ 58.50) fees \$ 81.00 ;
(ii) for filing fees \$ 5.00 ;
(iii) for taxes (not in Cash Price) \$ 1649.60 \$ 1735.00
 - To COURTESY FORD for Messenger Service \$ 55.00
 - To FORD MOTOR CO. for SERVICE CONTRACT \$ N/A
 - To GEN SYS SOLUTION for ONLINE REGISTRATION FB \$ N/A
 - Total \$ 1790.00 (4)
 - Amount Financed (3 plus 4) \$ 29200.00 (5)

YOU MAY OBTAIN VEHICLE INSURANCE FROM A PERSON OF YOUR CHOICE.

YOU ARE NOT REQUIRED TO OBTAIN CREDIT LIFE, CREDIT DISABILITY AND OTHER OPTIONAL INSURANCE. THIS CONTRACT WILL NOT INCLUDE THEM UNLESS YOU SIGN AND AGREE TO PAY THE PREMIUM.

THIS CONTRACT DOES NOT INCLUDE LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS.

☐ Credit Life AMERICAN REPUBLIC Insurer
\$ N/A TINA M BALL Premium N/A Insured(s) G
Signature(s)

☐ Disability AMERICAN REPUBLIC Insurer
\$ N/A TINA M BALL Premium N/A Insured
Signature

☐ Type of Insurance N/A Term N/A
N/A \$ N/A Insurer Premium
Signature

Credit Life and Credit Disability Insurance are for the term of the contract. The amount and coverages are shown in a notice or agreement given to you today.

You must insure the vehicle. If a charge is shown below, the Creditor will try to buy the coverages checked for the term shown. Coverages will be based on the cash value of the vehicle at time of loss, but not more than the limits of the policy.

☐ Comprehensive ☐ \$ N/A Deductible Collision
☐ Fire- Theft-Combined Additional Cover
☐ Towing and Labor
☐ Term N/A Months (Estimate)
Premium N/A

ANNUAL PERCENTAGE RATE

The cost of your credit as a yearly rate

8.90 %

FINANCE CHARGE

The dollar amount the credit will cost you

\$ 7083.80

Amount Financed

The amount of credit provided to you or on your behalf

\$ 29200.00

Total of Payments

The amount you will have paid when you have made all scheduled payments

\$ 36284.40

Total Sale Price

The total cost of your purchase on credit, including your downpayment

\$ 36284.40

Number of Payments	Amount of Each Payment	When Payments are due
59	\$ 604.74	(monthly starting)
1 final	\$ 604.74	11/24/00

payment: If you pay off your debt early, you will not have to pay a penalty.

Payment: You must pay a late charge on the portion of each payment received more than 10 days late. The charge is 2 percent of the late amount or \$50.00 whichever is less.

Security Interest: You are giving a security interest in the vehicle being purchased.

Contract: Please see this contract for additional information on security interest, nonpayment, default, the right to require repayment of your debt in full before the scheduled date, and payment penalty.

VEHICLES: The charge shown in the above box for late payments applies where the vehicle purchased has a gross vehicular weight of less than 15,000 pounds. If the vehicle you purchased has a gross vehicular weight of 15,000 pounds or more, you must pay a late charge on the portion of each payment received more than 10 days late. The charge is 4 percent of the late amount or \$50, whichever is less.

If you do not meet your contract obligations, you may lose the vehicle that you are financing under this contract, as both parts and goods put on the vehicle and money or goods received for the vehicle.

NON-MODIFICATION DISCLOSURE

Any change in this contract must be in writing and signed by you and the Creditor.

BUYER X Tina M. Ball CO-BUYER:

Do not sign this contract in blank.
You are entitled to an exact copy of the contract you sign.
Keep it to protect your legal rights.

QUESTIONS?

Ford Credit



PLEASE CALL US AT 1-800-727-7000

99-001

EXHIBIT "C"

ADDITIONAL AGREEMENTS

A. Payments and Summary Notice: You must make all payments when they are due. You may prepay your debt at any time without penalty. This is a simple interest contract. The actual finance charge you agree to pay will depend on your payment patterns. The actual finance charge may exceed the disclosed Finance Charge if you make your payments later than the scheduled dates or in less than the scheduled amount. The Creditor will apply your payments first to the earned and unpaid part of the Finance Charge and then to the Amount Financed. The Creditor earns the Finance Charge by applying the Annual Percentage Rate to the unpaid Amount Financed for the actual time the unpaid Amount Financed is outstanding. If the vehicle is repossessed, you will not have a right to reinstate the contract unless the Creditor agrees.

B. Security Interest: You give the Creditor a security interest in:

1. The vehicle and all parts or other goods put on the vehicle;
2. All money or goods received for the vehicle; and
3. All insurance premiums and service contracts financed for you.

This secures payment of all amounts you owe in this contract. It also secures your other agreements in this contract.

C. Use of Vehicle - WARRANTIES : You must take care of the vehicle and obey all laws in using it. You may not sell or rent the vehicle, and you must keep it free from the claims of others. You will not use or permit the use of the vehicle outside of the United States, except for up to 30 days in Canada or Mexico, without the prior written consent of the Creditor. If the vehicle is of a type normally used for personal use and the Creditor, or the vehicle's manufacturer, extends a written warranty or service contract covering the vehicle within 90 days from the date of this contract, you get implied warranties of merchantability and fitness for a particular purpose covering the vehicle. Otherwise, you understand and agree that there are no such implied warranties.

D. Insurance: You must insure yourself and the Creditor against loss or damage to the vehicle. The Creditor must approve the type and amount of insurance. If the Creditor obtains a refund on insurance or service contracts, the Creditor will subtract the refund from what you owe. Whether or not the vehicle is insured, you must pay for it if it is lost, damaged, or destroyed.

If a charge for vehicle insurance is shown on the front, the Creditor will try to buy the coverages checked for the term shown. The Creditor is not liable, though, if he cannot do so. If these coverages cost more than the amount shown for insurance, the Creditor may buy them for a shorter term or he may give you credit for the amount shown. If he cannot buy any insurance, he will give you credit for the amount shown. The credit will be made to the last payments due.

E. Late Charge: You will have to pay a late charge on the portion of each payment made more than ten days late. The charge is shown on the front. Acceptance of a late payment does not excuse your default or mean that you can keep making payments after they are due. The Creditor may take the steps set forth in this contract, if there is any default.

F. Default: You will be in default if:

1. You do not make a payment when it is due; or
2. You gave false or misleading information on your credit application relating to this contract; or
3. Your vehicle is seized by any local, state, or federal authority and is not promptly and unconditionally returned to you; or
4. You file a bankruptcy petition or one is filed against you; or
5. You do not keep any other promise in this contract.

If you are in default, the Creditor may require you to pay at once the unpaid Amount Financed, the earned and unpaid part of the Finance Charge and all other amounts due under this contract. He may repossess (take back) the vehicle, too. He may also take goods found in or on the vehicle when repossessed and hold them for you.

If the vehicle is taken back, he will send you a notice. The notice will say that you may redeem (buy back) the vehicle. It will also show the amount needed to redeem. You may redeem the vehicle up to the time the Creditor sells it or agrees to sell it. If you do not redeem the vehicle, it will be sold.

The Creditor will use the money from the sale, less the allowed expenses, to pay the amount still owed on this contract. Expenses paid as a direct result of having to retake the vehicle, hold it for sale, and sell it are, as permitted by law, allowed expenses. Lawyers' fees and legal costs permitted by law are allowed, too. The Creditor will pay you any money left (a surplus). You will pay any money still owing after the sale to the Creditor. If you do not pay this amount when the Creditor asks, the Creditor may charge you interest at the highest lawful rate until you pay.

G. General: To contact Ford Motor Credit Company about this account, call 1-(800) 727-7000. The law of Pennsylvania applies to this contract. If that law does not allow all of the agreements in this contract, the ones that are not allowed will be void. The rest of this contract will still be good.

FTC NOTICES

NOTICE - ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

Used Motor Vehicle Buyers Guide. If you are buying a used vehicle with this contract, federal regulations may require a special Buyers Guide to be displayed on the window of the vehicle. **THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.**

GUARANTY

To cause the Seller to sell the vehicle described on the front of this contract to the Buyer, on credit, each person who signs below as a "Guarantor" guarantees the payment of this contract. This means that if the Buyer fails to pay any money that is owed on this contract, each one who signs as a guarantor will pay it when asked. Each person who signs below agrees that he will be liable for the whole amount owed even if one or more other persons also signs this Guaranty. He also agrees to be liable even if the Creditor does one or more of the following: (a) gives the Buyer more time to pay one or more payments, or (b) gives a release in full or in part to any of the other Guarantors, or (c) releases any security. Each Guarantor also states that he has received a completed copy of this contract and this Guaranty at the time of signing.

SEE BACK FOR ADDITIONAL AGREEMENTS

FC 17637-SI APR 89 (Previous editions may NOT be used.)

BRANCH COPY

By signing below, the Seller accepts this contract. If no other Assignee is named in a separate assignment attached to this contract, the Seller assigns it to Ford Motor Credit Company.

Buyer Signs: *[Signature]* (CO) Buyer Signs

Buyer acknowledges receipt of a true and completely filled in copy of this contract at the time of signing.

(CO) BUYER SIGNS

BUYER SIGNS

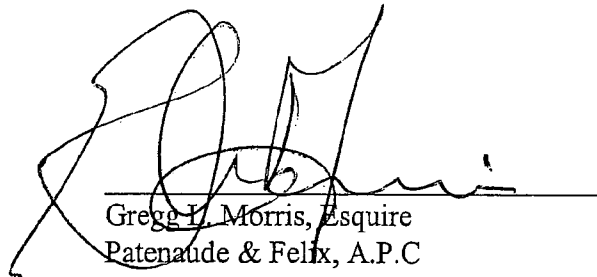
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By virtue of the fact that the Plaintiff is outside the jurisdiction of the Court and the verification cannot be obtained within the time allowed for the filing of this pleading, the pleading is submitted by counsel having sufficient knowledge, information and belief based upon the information provided by him by the Plaintiff. The verification of the party will be provided if requested.

Date: _____

7/12/05



Gregg L. Morris, Esquire
Paternaude & Felix, A.P.C
213 E. Main Street
Carnegie, PA 15106
(412) 429-7675

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 1 Services

Sheriff Docket # **101057**

FORD MOTOR CREDIT CO.

Case # 05-1028-CD

vs.

TINA M. BALL

TYPE OF SERVICE COMPLAINT

SHERIFF RETURNS

NOW March 07, 2006 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT "NOT FOUND" AS TO TINA M. BALL, DEFENDANT. MOVED, NO FORWARDING ADDRESS.

SERVED BY: /

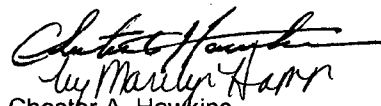
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SURCHARGE	PATENAUDE	30994	10.00
SHERIFF HAWKINS	PATENAUDE	30994	31.19

Sworn to Before me This

_____ Day of _____ 2006

So Answers,


Chester A. Hawkins
Sheriff

FILED

019.0130
MAR 08 2006

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

FORD MOTOR CREDIT CO.,

Plaintiff,

v.

TINA M. BALL,

Defendant.

NO. 05-1028-CD

**PRAECIPE TO
REINSTATE
COMPLAINT**

Filed on behalf of:
Ford Motor Credit Co.,
Plaintiff

Plaintiff

Counsel of Record for This
Party:

Gregg L. Morris, Esquire
Pa I.D. #69006

Patenaude & Felix, A.P.C.
213 E. Main Street
Carnegie, PA 15106
(412)429-7675

I hereby certify this to be a true
and attested copy of the original
statement filed in this case.

BALL, TINA 2800.2815.wpd

DEC 02 2005

Attest.

William L. Morris
Prothonotary/
Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

FORD MOTOR CREDIT CO.,

Plaintiff,

v.

TINA M. BALL,

Defendant.

NO. 05-1028-CD

PRAECIPE TO REINSTATE COMPLAINT

TO: Prothonotary

Please reinstate Complaint in Civil Action on behalf of Plaintiff, Ford Motor Credit Company, and against Defendant, above named. Thank you.

Respectfully submitted:

Date:

11/20/05

Gregg L. Morris, Esquire
Paternaude & Felix, A.P.C.
213 E. Main Street
Carnegie, PA 15106
(412) 429-7675

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

FORD MOTOR CREDIT CO.,

Plaintiff

v.

TINA M. BALL,

Defendant(s)

)
) NO. 05-1028 CD
)
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)
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COMPLAINT IN CIVIL
ACTION

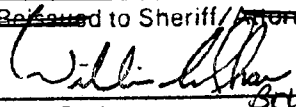
Filed on behalf of:
Ford Motor Credit Co.
Plaintiff

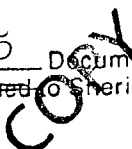
Counsel of Record for This
Party:


Gregg L. Morris, Esquire
Pa I.D. #69006

Patenaude & Felix, A.P.C.
213 E. Main Street
Carnegie, PA 15106
(412) 429-7675

BALL, TINA 2800.2815.wpd

12-2-05 Document
Reinstated/~~Reinstated~~ to Sheriff/~~Attorney~~
for service.

Deputy Prothonotary

11-7-05 Document
Reinstated/~~Reinstated~~ to Sheriff/~~Attorney~~
for service.



Deputy Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

FORD MOTOR CREDIT CO.,)
) NO.
Plaintiff)
)
v.)
)
TINA M. BALL,)
)
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**DAVID S. MEHOLICK
COURT ADMINISTRATION
CLEARFIELD COUNTY COURTHOUSE
CLEARFIELD, PA 16830
(814) 765-2641 Ext. 5982**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

FORD MOTOR CREDIT CO.,)
) NO.
Plaintiff)
)
v.)
)
TINA M. BALL,)
)
Defendant(s))

COMPLAINT IN CIVIL ACTION

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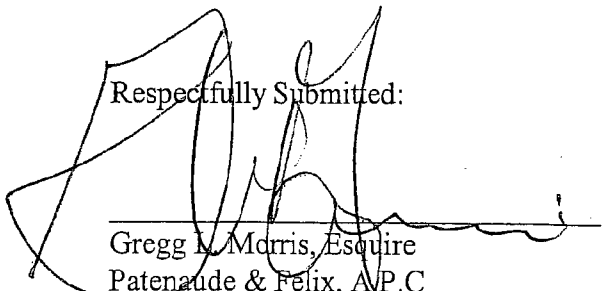
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Respectfully Submitted:



Gregg L. Morris, Esquire
Paternaude & Felix, A.P.C
213 E. Main Street
Carnegie, PA 15106
(412) 429-7675

PENNSYLVANIA SIMPLE INTEREST VEHICLE RETAIL INSTALMENT CONTRACT

DATE 10/25/00

Buyer (and Co-Buyer) Name and Address (including County and Zip Code)

TINA M BALL
MAIN STREET PO BOX 52
MAHAFFY PA 15757

CREDITOR (Seller Name and Address)

COURTESY FORD INC
401 PLEASANT VALLEY BLVD
ALTOONA PA 16602

You, the Buyer (and Co-Buyer, if any), may buy the vehicle described below for cash or on credit. The "Cash Price" shows the "Total Sale Price" shown below is the credit price. By signing this contract, you choose to buy on credit under the agreement.



100 vehicle. The his contract.

New/Used	Year and Make	Model	GVW If Truck (lbs.)	Vehicle Identification Number	Use For Which Purchased
N	01 FORD	F150	GVWR	1FTRW08W71K085982	<input checked="" type="checkbox"/> Personal <input type="checkbox"/> Agricultural <input type="checkbox"/> Commercial

Trade-in	Year and Make	Gross Allowance	Amount Owning
N/A	N/A	N/A	N/A

- Cash Price \$ 27410.00 (1)
- Down Payment
 - Third Party Rebate Assigned To Creditor \$ N/A
 - Cash Down Payment \$ N/A
 - Trade-in N/A \$ N/A \$ N/A \$ N/A
 - Year and Make Gross Allowance Amount Owning
 - Total Down Payment \$ N/A (2)
- Unpaid Balance of Cash Price (1 minus 2) \$ 27410.00 (3)
- Amounts paid on your behalf (Seller may be retaining a portion of these amounts)
 - To Insurance Companies for
 - Credit Life Insurance (for term of contract) \$ N/A
 - Credit Disability Insurance (for term of contract) \$ N/A
 - N/A (Term Months (Estimate)) \$ N/A
 - To Public Officials (i) for license (\$ N/A), title (\$ 22.50), & registration (\$ 58.50) fees \$ 81.00 ;
 - (ii) for filing fees \$ 5.00 ;
 - (iii) for taxes (not in Cash Price) \$ 1649.60 \$ 1735.00
 - To COURTESY FORD for Messenger Service \$ 55.00
 - To FORD MOTOR CO. for SERVICE CONTRACT \$ N/A
 - To GEN SYS SOLUTION for ONLINE REGISTRATION FEE \$ N/A
 - Total \$ 1790.60 (4)
- Amount Financed (3 plus 4) \$ 29200.60 (5)

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate	The dollar amount the credit will cost you	The amount of credit provided to you or on your behalf	The amount you will have paid when you have made all scheduled payments	The total cost of your purchase on credit, including your downpayment
8.90 %	\$ 7083.80	\$ 29200.60	\$ 35284.40	\$ 36284.40

Number of Payments	Amount of Each Payment	When Payments are due
59	\$ 604.74	(monthly starting)
1 final	\$ 604.74	11/24/00

payment: If you pay off your debt early, you will not have to pay a penalty.

payment: You must pay a late charge on the portion of each payment received more than 10 days late. The charge is 2 percent of the late amount or \$50.00 whichever is less.

Security Interest: You are giving a security interest in the vehicle being purchased.

Contract: Please see this contract for additional information on security interest, nonpayment, default, the right to require repayment of your debt in full before the scheduled date, and payment penalty.

YOU MAY OBTAIN VEHICLE INSURANCE FROM A PERSON OF YOUR CHOICE.

YOU ARE NOT REQUIRED TO OBTAIN CREDIT LIFE, CREDIT DISABILITY AND OTHER OPTIONAL INSURANCE. THIS CONTRACT WILL NOT INCLUDE THEM UNLESS YOU SIGN AND AGREE TO PAY THE PREMIUM.

THIS CONTRACT DOES NOT INCLUDE LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS.

<input type="checkbox"/> Credit Life	AMERICAN REPUBLIC
Insurer	
\$ N/A	TINA M BALL
Premium	Insured(s)
Signature(s)	

Credit	AMERICAN REPUBLIC
<input type="checkbox"/> Disability	Insurer
\$ N/A	TINA M BALL
Premium	Insured
Signature	

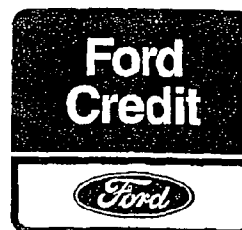
<input type="checkbox"/> Type of Insurance	Term
N/A	\$ N/A
Insurer	Premium
Signature	

Credit Life and Credit Disability insurance are for the term of the contract. The amount and coverages are shown in a notice or agreement given to you today.

You must insure the vehicle. If a charge is shown below, the Creditor will try to buy the coverages checked for the term shown. Coverages will be based on the cash value of the vehicle at time of loss, but not more than the limits of the policy.

<input type="checkbox"/> Comprehensive	<input type="checkbox"/> \$ N/A Deductible
<input type="checkbox"/> Fire-Theft-Combined Additional Coverage	
<input type="checkbox"/> Towing and Labor	
<input type="checkbox"/> Term	Months (Estimate)
Premium	\$ N/A

QUESTIONS?



PLEASE CALL US AT 1-800-727-7000
99-001

NON-MODIFICATION DISCLOSURE

Any change in this contract must be in writing and signed by you and the Creditor.

BUYER X Tina M Ball CO-BUYER:

Do not sign this contract in blank.
You are entitled to an exact copy of the contract you sign.
Keep it to protect your legal rights.

X Tina M Ball

EXHIBIT CC 11

ADDITIONAL AGREEMENTS

A. Payments and Summary Notice: You must make all payments when they are due. You may prepay your debt at any time without penalty. This is a simple interest contract. The actual finance charge you agree to pay will depend on your payment patterns. The actual finance charge may exceed the disclosed Finance Charge if you make your payments later than the scheduled dates or in less than the scheduled amount. The Creditor will apply your payments first to the earned and unpaid part of the Finance Charge and then to the Amount Financed. The Creditor earns the Finance Charge by applying the Annual Percentage Rate to the unpaid Amount Financed for the actual time the unpaid Amount Financed is outstanding. If the vehicle is repossessed, you will not have a right to reinstate the contract unless the Creditor agrees.

B. Security Interest: You give the Creditor a security interest in:

1. The vehicle and all parts or other goods put on the vehicle;
2. All money or goods received for the vehicle; and
3. All insurance premiums and service contracts financed for you.

This secures payment of all amounts you owe in this contract. It also secures your other agreements in this contract.

C. Use of Vehicle - WARRANTIES : You must take care of the vehicle and obey all laws in using it. You may not sell or rent the vehicle, and you must keep it free from the claims of others. You will not use or permit the use of the vehicle outside of the United States, except for up to 30 days in Canada or Mexico, without the prior written consent of the Creditor. If the vehicle is of a type normally used for personal use and the Creditor, or the vehicle's manufacturer, extends a written warranty or service contract covering the vehicle within 90 days from the date of this contract, you get implied warranties of merchantability and fitness for a particular purpose covering the vehicle. Otherwise, you understand and agree that there are no such implied warranties.

D. Insurance: You must insure yourself and the Creditor against loss or damage to the vehicle. The Creditor must approve the type and amount of insurance. If the Creditor obtains a refund on insurance or service contracts, the Creditor will subtract the refund from what you owe. Whether or not the vehicle is insured, you must pay for it if it is lost, damaged, or destroyed.

If a charge for vehicle insurance is shown on the front, the Creditor will try to buy the coverages checked for the term shown. The Creditor is not liable, though, if he cannot do so. If these coverages cost more than the amount shown for insurance, the Creditor may buy them for a shorter term or he may give you credit for the amount shown. If he cannot buy any insurance, he will give you credit for the amount shown. The credit will be made to the last payments due.

E. Late Charge: You will have to pay a late charge on the portion of each payment made more than ten days late. The charge is shown on the front. Acceptance of a late payment does not excuse your default or mean that you can keep making payments after they are due. The Creditor may take the steps set forth in this contract, if there is any default.

F. Default: You will be in default if:

1. You do not make a payment when it is due; or
2. You gave false or misleading information on your credit application relating to this contract; or
3. Your vehicle is seized by any local, state, or federal authority and is not promptly and unconditionally returned to you; or
4. You file a bankruptcy petition or one is filed against you; or
5. You do not keep any other promise in this contract.

If you are in default, the Creditor may require you to pay at once the unpaid Amount Financed, the earned and unpaid part of the Finance Charge and all other amounts due under this contract. He may repossess (take back) the vehicle, too. He may also take goods found in or on the vehicle when repossessed and hold them for you.

If the vehicle is taken back, he will send you a notice. The notice will say that you may redeem (buy back) the vehicle. It will also show the amount needed to redeem. You may redeem the vehicle up to the time the Creditor sells it or agrees to sell it. If you do not redeem the vehicle, it will be sold.

The Creditor will use the money from the sale, less the allowed expenses, to pay the amount still owed on this contract. Expenses paid as a direct result of having to retake the vehicle, hold it for sale, and sell it are, as permitted by law, allowed expenses. Lawyers' fees and legal costs permitted by law are allowed, too. The Creditor will pay you any money left (a surplus). You will pay any money still owing after the sale to the Creditor. If you do not pay this amount when the Creditor asks, the Creditor may charge you interest at the highest lawful rate until you pay.

G. General: To contact Ford Motor Credit Company about this account, call 1-(800) 727-7000. The law of Pennsylvania applies to this contract. If that law does not allow all of the agreements in this contract, the ones that are not allowed will be void. The rest of this contract will still be good.

FTC NOTICES

NOTICE - ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

Used Motor Vehicle Buyers Guide. If you are buying a used vehicle with this contract, federal regulations may require a special Buyers Guide to be displayed on the window of the vehicle. **THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.**

GUARANTY

To cause the Seller to sell the vehicle described on the front of this contract to the Buyer, on credit, each person who signs below as a "Guarantor" guarantees the payment of this contract. This means that if the Buyer fails to pay any money that is owed on this contract, each one who signs as a guarantor will pay it when asked. Each person who signs below agrees that he will be liable for the whole amount owed even if one or more other persons also signs this Guaranty. He also agrees to be liable even if the Creditor does one or more of the following: (a) gives the Buyer more time to pay one or more payments, or (b) gives a release in full or in part to any of the other Guarantors, or (c) releases any security. Each Guarantor also states that he has received a completed copy of this contract.

SEE BACK FOR ADDITIONAL AGREEMENTS

(Previous editions may NOT be used.) FC 17627-SI APR 89

BRANCH COPY

By signing below, the Seller accepts this contract. If no other Assignee is named in a separate assignment attached to this contract, the Seller assigns it to Ford Motor Credit Company.

(CO) Buyer Signs

Buyer acknowledges receipt of a true and completely filled in copy of this contract at the time of signing.

(CO) BUYER SIGNS

BUYER SIGNS

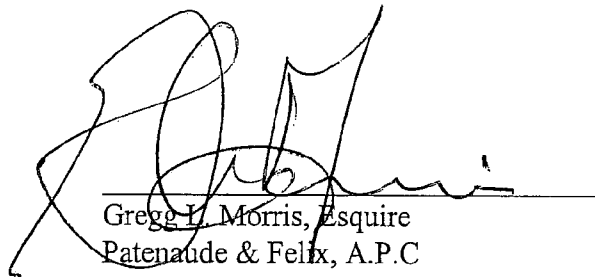
VERIFICATION

AND NOW, Gregg L. Morris, verifies the statements made in this Complaint that are true and correct to the best of his knowledge, information and belief. I understand that false statements herein are made subject to the penalties of Pa.C.S. Section 4904, relating to unsworn falsification to authorities.

By virtue of the fact that the Plaintiff is outside the jurisdiction of the Court and the verification cannot be obtained within the time allowed for the filing of this pleading, the pleading is submitted by counsel having sufficient knowledge, information and belief based upon the information provided by him by the Plaintiff. The verification of the party will be provided if requested.

Date: _____

7/12/05



Gregg L. Morris, Esquire
Paternaude & Felix, A.P.C
213 E. Main Street
Carnegie, PA 15106
(412) 429-7675

CA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

FORD MOTOR CREDIT CO.,

Plaintiff,

v.

TINA M. BALL,

Defendant.

)
)
)
)
)
)
)
)
)

NO. 05-1028-CD

**MOTION FOR ALTERNATIVE
SERVICE**

Filed on behalf of:
Ford Motor Credit Co.,
Plaintiff

Counsel of Record for This
Party:

Gregg L. Morris, Esquire
Pa I.D. #69006

Patenaude & Felix, A.P.C.
213 E. Main Street
Carnegie, PA 15106
(412) 429-7675

FILED

Em

MAR 17 2006

m/12:50/c

William A. Shaw
Prothonotary

no 4c

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

FORD MOTOR CREDIT CO.,)	
	)	NO. 05-1028-CD
Plaintiff,)	
)	
v.)	
)	
TINA M. BALL,)	
)	
Defendant.)	

MOTION FOR ALTERNATIVE SERVICE

AND NOW, comes Plaintiff, above named, by and through the undersigned counsel, and request this Court to enter an Order for alternative service of Defendant, above named, by regular and certified mail pursuant to Pa.R.C.P. 430 and in support thereof, avers as follows:

1. Plaintiff's Complaint in Civil Action identifies Defendant as a resident at the following address: 9343 Tyrone Pike, Irvona, PA 16656.
2. The Sheriff attempted service of the Complaint at the aforesaid address on November 10, 2005. On this occasion, the Sheriff has indicated that the "house burnt down, can't locate defendant". A copy of the Sheriff's return is attached hereto as Plaintiff's Exhibit "A".
3. On or about December 10, 2005, Plaintiff's counsel obtained a Credit Report from the Trans Union Credit Reporting Service on Defendant by utilizing her Social Security Number. The Credit Report indicates Defendant has a current address of RR 1, Box 46K, Irvona, PA 16656.
4. The Sheriff attempted service of the Complaint at the aforesaid address and has indicated that the Defendant has "Moved". A copy of the Sheriff's return is attached hereto as Plaintiff's Exhibit "B".

5. On or about November 15, 2005, Plaintiff's counsel requested if Defendant receives mail at RR 1, Box 46K, Irvona, PA 16656. The United States Postal Authorities provided an address of 962 Strongs Road, Irvona, PA 16656. A copy of the Postmaster letter is attached hereto as Plaintiff's Exhibit "C" and incorporated by reference.

6. On or about December 9, 2005, Plaintiff's counsel was advised by the United States Postal Authorities that Defendant receives mail at 962 Strongs Road, Irvona, PA 16656. A copy of the Postmaster letter is attached hereto as Plaintiff's Exhibit "D" and incorporated herein by reference.

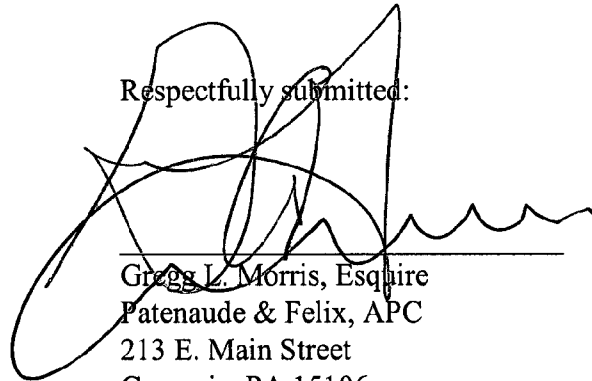
7. On or about March 15, 2006, Plaintiff's Counsel caused an Internet search to be performed on the Lexis-Nexis website utilizing the Defendant's Social Security Number. The search on Lexis-Nexis shows Defendant resides at RR 1, Box 46K, Irvona, PA 16656. A copy of the search results from Lexis-Nexis are attached hereto as Plaintiff's Exhibit "E" and incorporated herein by reference.

8. On or about March 14, 2006, Plaintiff's Counsel caused an Internet search to be performed on the Go.Accurint.com website utilizing Defendant's Social Security Number. The search results on Go.Accurint.com indicates that Defendant has a current address of RR 1, Box 46K, Irvona, PA 16656. A copy of the results from Go.Accurint.com are attached hereto as Plaintiff's Exhibit "F" and incorporated herein by reference.

9. To date, Plaintiff has been unable to effect service of the Complaint on Defendant.

WHEREFORE, Plaintiff respectfully request this Court to enter an Order authorizing service of the Complaint in Civil Action on the Defendant, above named, by Plaintiff's counsel mailing a copy of the Complaint by certified mail, return receipt requested and by regular United States Mail, postage prepaid to both RR 1, Box 46K, Irvona, PA 16656 and 962 Strongs Road, Irvona, PA 16656.

Respectfully submitted:

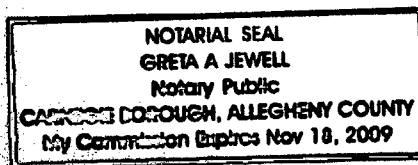
A large, stylized handwritten signature in black ink, appearing to read 'Gregg L. Morris', is written over a horizontal line.

Gregg L. Morris, Esquire
Patenaude & Felix, APC
213 E. Main Street
Carnegie, PA 15106
(412) 429-7675

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

Gregg L. Morris

Notary Public



In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 1 Services

Sheriff Docket # 100645

FORD MOTOR CREDIT CO.

Case # 05-1028-CD

vs.

TINA M. BALL

COPY

SHERIFF RETURNS

NOW November 10, 2005 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT "NOT FOUND" AS TO TINA M. BALL, DEFENDANT. HOUSE BURNT DOWN, CAN'T LOCATE DEFENDANT.

SERVED BY: /

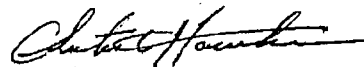
Return Costs

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	PATENAUE	30530	10.00
SHERIFF HAWKINS	PATENAUE	30530	35.87

Sworn to Before me This

_____ Day of _____ 2005

So Answers,



Chester A. Hawkins
Sheriff

EXHIBIT "A"

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 1 Services

Sheriff Docket # 100979

FORD MOTOR CREDIT CO.

Case # 05-1028-CD

vs.

TINA M. BALL

COPY

TYPE OF SERVICE COMPLAINT

SHERIFF RETURNS

NOW December 06, 2005 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT "NOT FOUND" AS TO TINA M. BALL, DEFENDANT. MOVED FROM RR#1 BOX 46K, IRVONA, PA..

SERVED BY: /

Return Costs

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	PATENAUDE	30870	10.00
SHERIFF HAWKINS	PATENAUDE	30870	31.19

Sworn to Before me This

_____ Day of _____ 2005

So Answers,



Chester A. Hawkins
Sheriff

EXHIBIT "B"

PATENAUDE
&
FELIX A.P.C.
A PROFESSIONAL LAW CORPORATION

[X] PLEASE REPLY TO OFFICE INDICATED

[] 4545 MURPHY CANYON ROAD, THIRD FLOOR
SAN DIEGO, CA 92123
TEL (858) 244-7600 (800) 832-7675
FAX (858) 836-0318

[X] 213 EAST MAIN STREET
CARNEGIE, PA 15106
TEL (412) 429-7675 (866) 772-7675
FAX (412) 429-7679

[] 1771 EAST FLAMINGO ROAD, SUITE 112A
LAS VEGAS, NV 89119
TEL (702) 952-2031 (800) 867-3092
FAX (702) 992-6286

November 15, 2005

Postmaster
Irvona, PA 16656

Request for Change of Address or Boxholder
Information Needed for Service of Legal Process

Please furnish the new address or the name and street address, if boxholder for the following:

Name: Tina Ball

Address: RR 1 Box 46K Irvona Pa 16656

NOTE: The name and last known address are required for change of address information. The name, if known and post office box address are required for boxholder information.

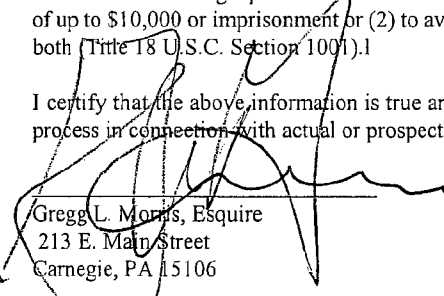
The Following information is provide in accordance with 39 CFR 269.6(d)(6)(ii). There is no fee for providing boxholder information. The fee for providing change of address information is waived in accordance with 39 CFR 265.6(d)(1) and (2) and corresponding Administrative Support Manual 352.44a and b.

1. Capacity of requestor: Attorney
2. Statute or regulation that empowers me to serve process (not required when requester is an attorney).
3. The name of all know parties to the litigation: Ford Motor Credit Corporation and Tina Ball
4. The Court in which the case has been or will be heard: The Court of Common Pleas
5. The docket or other identifying number, if issued: 2800.2815
6. The capacity in which this individual is to be served: Defendant

WARNING

The submission of false information to obtain and use change of address information or boxholder information for any purpose other than the service of legal process in connection with actual or prospective litigation could result in criminal penalties including a fine of up to \$10,000 or imprisonment or (2) to avoid payment of the fee for change of address information of not more than 5 years, or both (Title 18 U.S.C. Section 1001).1

I certify that the above information is true and that the address information is needed and will be used solely for service of legal process in connection with actual or prospective litigation.


Gregg L. Morris, Esquire
213 E. Main Street
Carnegie, PA 15106

PLEASE PROVIDE PHYSICAL ADDRESS FOR SERVICE

For Post Master Use Only

BOXHOLDER'S POSTMARK

- ☐ Not known at address given
☐ Moved, left no forwarding address.
☐ No such address
☐ Receives mail at address given, no change of address order on file.

Name and Street Address:

962 STRINGS RD
IRVONA PA 16656

EXHIBIT "C"

☐ 4545 MURPHY CANYON ROAD, THIRD FLOOR
SAN DIEGO, CA 92123
TEL (858) 244-7600 (800) 832-7675
FAX (858) 836-0318

☒ 213 EAST MAIN STREET
CARNEGIE, PA 15106
TEL (412) 429-7675 (866) 772-7675
FAX (412) 429-7679

☐ 1771 EAST FLAMINGO ROAD, SUITE 112A
LAS VEGAS, NV 89119
TEL (702) 952-2031 (800) 867-3092
FAX (702) 992-6286

December 9, 2005

Postmaster
Irvona, PA 16656

Request for Change of Address or Boxholder
Information Needed for Service of Legal Process

Please furnish the new address or the name and street address, if boxholder for the following:

Name: Tina Ball

Address: 962 Strongs Road, Irvona, PA 16656

NOTE: The name and last known address are required for change of address information. The name, if known and post office box address are required for boxholder information.

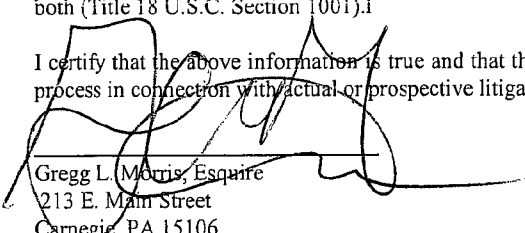
The Following information is provide in accordance with 39 CFR 269.6(d)(6)(ii). There is no fee for providing boxholder information. The fee for providing change of address information is waived in accordance with 39 CFR 265.6(d)(1) and (2) and corresponding Administrative Support Manual 352.44a and b.

1. Capacity of requestor: Attorney
2. Statute or regulation that empowers me to serve process (not required when requester is an attorney).
3. The name of all know parties to the litigation: Ford Motor Credit Corporation and Tina Ball
4. The Court in which the case has been or will be heard: The Court of Common Pleas
5. The docket or other identifying number, if issued: 2800.2815
6. The capacity in which this individual is to be served: Defendant

WARNING

The submission of false information to obtain and use change of address information or boxholder information for any purpose other than the service of legal process in connection with actual or prospective litigation could result in criminal penalties including a fine of up to \$10,000 or imprisonment or (2) to avoid payment of the fee for change of address information of not more than 5 years, or both (Title 18 U.S.C. Section 1001).

I certify that the above information is true and that the address information is needed and will be used solely for service of legal process in connection with actual or prospective litigation.


Gregg L. Morris, Esquire
213 E. Main Street
Carnegie, PA 15106


PLEASE PROVIDE PHYSICAL ADDRESS FOR SERVICE

For Post Master Use Only

BOXHOLDER'S POSTMARK

- ____ Not known at address given
____ Moved, left no forwarding address.
____ No such address
☒ Receives mail at address given, no change of address order on file.
- Name and Street Address: _____

EXHIBIT "D"

Source: [Public Records](#) > [SmartLinx\(TM\)](#) > [SmartLinx\(TM\) - Person Summary Reports](#) Terms: [last-name\(Ball\)](#) , [first-name\(Tina\)](#) , [other-name\(M\)](#) , [state\(PA\)](#) , [ssn\(185-54-XXXX\)](#) ([Edit Search](#))Permissible Uses: [DPPA - 1. Litigation](#)[GLBA - 6. Persons With a Legal or Beneficial Interest re Consumer](#) Select for Delivery[Click to visualize this report](#)

[Subject Summary](#) | [Others Using SSN](#) | [Address Summary \(18\)](#) | [Voter Registrations](#)
[Licenses](#) | [Personal Property](#) | [Real Property](#) | [Bankruptcies](#) | [Judgments & Liens](#)
[Relatives \(22\)](#) | [Associated Entities \(9\)](#) | [Neighbors \(5\)](#) | [Sources \(40\)](#)

FOR INFORMATIONAL PURPOSES ONLY
 Copyright 2005 LexisNexis,
 a division of Reed Elsevier Inc. All Rights Reserved

Full Name	Address	County	PI
BALL, TINA M	RR 1 BOX 46K IRVONA, PA 16656-9729 COUNTY: CLEARFIELD	CLEARFIELD	

ADDITIONAL PERSONAL INFORMATION

SSN	DOB	GENDER
185-54-XXXX (PENNSYLVANIA: 1975-1976)	05/1968 (Age: 37)	

Subject Summary

[Name Variations \(2\)](#) | [SSNs Summary](#)
[View Name Variations](#)

Name Variations

- 1: BALL, TINA M
- 2: BALL, TINA

SSNs Summary

No.	SSN	State Iss.	Date Iss.	Warnings
1:	185-54-XXXX	PENNSYLVANIA	1975-1976	

DOBs

- 1: 05/1968

Address Summary

Address Summary - 18 records found for subject:

[View](#)**# Address**

- 1: RR 1 BOX 46K
IRVONA, PA 16656-9729
COUNTY: CLEARFIELD
- 2: 9343 TYRONE PIKE
IRVONA, PA 16656-8705
COUNTY: CLEARFIELD

EXHIBIT "E"

- 3: PO BOX 46K
IRVONA, PA 16656-0046
COUNTY: CLEARFIELD
- 4: RR 1 BOX 120
IRVONA, PA 16656-9747
COUNTY: CLEARFIELD
- 5: PO BOX 52
MAHAFFEY, PA 15757-0052
COUNTY: CLEARFIELD
- 6: 1382 PUNKIN RIDGE RD
LA JOSE, PA 15753-7125
COUNTY: CLEARFIELD
- 7: RR 1 BOX 548
LA JOSE, PA 15753-9801
COUNTY: CLEARFIELD
- 8: RR 1 BOX B548
LA JOSE, PA 15753-9801
COUNTY: CLEARFIELD
- 9: RR 1 BOX 503
LA JOSE, PA 15753-9614
COUNTY: CLEARFIELD
- 10: RR 1 BOX 559
LA JOSE, PA 15753-9616
COUNTY: CLEARFIELD
- 11: WATER ST
MAHAFFEY, PA 15757
COUNTY: CLEARFIELD
- 12: 101 MEADOW VIEW CT APT 201
STAFFORD, VA 22554-7720
COUNTY: STAFFORD
- 13: 33 DARLING ST APT
SOUTHINGTON, CT 06489-2632
COUNTY: HARTFORD
- 14: RR 1 BOX 17
FLINTON, PA 16640-9801
COUNTY: CAMBRIA
- 15: 3 ARLINGTON ST
NORWALK, CT 06850-2604
COUNTY: FAIRFIELD
- 16: PO BOX 214
IRVONA, PA 16656-0214
COUNTY: CLEARFIELD
- 17: 13668 LYNN ST
WOODBIDGE, VA 22191-2124
COUNTY: PRINCE WILLIAM
- 18: PO BOX
IRVONA, PA 16656
COUNTY: CLEARFIELD

Address Details**1: RR 1 BOX 46K, IRVONA, PA 16656-9729****Address**

RR 1 BOX 46K
IRVONA, PA 16656-9729
COUNTY: CLEARFIELD

Dates

01/2006

Phones**Census Data for this Geographical Region**

Median Head of Household Age:

Median Income:

Median Home Value:

Median Education Level:

Residents

BALL, MELVA M M

BALL, MELVA MARIE

BALL, WALTER JAY

JAY BALL, WALTER

BALL, MELA J

2: 9343 TYRONE PIKE, IRVONA, PA 16656-8705

Address

9343 TYRONE PIKE
IRVONA, PA 16656-8705
COUNTY: CLEARFIELD

Dates

09/2005

Phones

Census Data for this Geographical Region

Median Head of Household Age:

Median Income:

Median Home Value:

Median Education Level:

3: PO BOX 46K, IRVONA, PA 16656-0046

Address

PO BOX 46K
IRVONA, PA 16656-0046
COUNTY: CLEARFIELD

Dates

05/2005

Phones

Census Data for this Geographical Region

Median Head of Household Age:

Median Income:

Median Home Value:

Median Education Level:

4: RR 1 BOX 120, IRVONA, PA 16656-9747

Address

RR 1 BOX 120
IRVONA, PA 16656-9747
COUNTY: CLEARFIELD

Dates

04/2005

Phones

Census Data for this Geographical Region

Median Head of Household Age:

Median Income:

Median Home Value:

Median Education Level:

Residents

BALL, THOMAS W

5: PO BOX 52, MAHAFFEY, PA 15757-0052

Address

PO BOX 52
MAHAFFEY, PA 15757-0052
COUNTY: CLEARFIELD

Dates

02/2005

Phones

Census Data for this Geographical Region

Median Head of Household Age:

Median Income:

Median Home Value:

Median Education Level:

Other Associates

TINA, M BALL

6: 1382 PUNKIN RIDGE RD, LA JOSE, PA 15753-7125

Address

1382 PUNKIN RIDGE RD
LA JOSE, PA 15753-7125
COUNTY: CLEARFIELD

Dates

10/2004

Phones

Census Data for this Geographical Region

Median Head of Household Age:

Median Income:

Median Home Value:

Median Education Level:

Other Associates

SAMUEL, D BRINK
BRINK, SAM D
BRINK, SAMUEL D

7: RR 1 BOX 548, LA JOSE, PA 15753-9801

Address

RR 1 BOX 548
LA JOSE, PA 15753-9801
COUNTY: CLEARFIELD

Dates

06/2003

Phones

Census Data for this Geographical Region

Median Head of Household Age:

Median Income:

Median Home Value:

Median Education Level:

8: RR 1 BOX B548, LA JOSE, PA 15753-9801

Address

RR 1 BOX B548
LA JOSE, PA 15753-9801
COUNTY: CLEARFIELD

Dates

11/2002

Phones

Census Data for this Geographical Region

Median Head of Household Age:

Median Income:

Median Home Value:

Median Education Level:

9: RR 1 BOX 503, LA JOSE, PA 15753-9614

Address

RR 1 BOX 503
LA JOSE, PA 15753-9614
COUNTY: CLEARFIELD

Dates

06/2002

Phones

Census Data for this Geographical Region

Median Head of Household Age:

Median Income:

Median Home Value:

Median Education Level:

10: RR 1 BOX 559, LA JOSE, PA 15753-9616

Address	Dates	Phones
RR 1 BOX 559 LA JOSE, PA 15753-9616 COUNTY: CLEARFIELD	06/2002	
Census Data for this Geographical Region		
Median Head of Household Age:		
Median Income:		
Median Home Value:		
Median Education Level:		
11: WATER ST, MAHAFFEY, PA 15757		
Address	Dates	Phones
WATER ST MAHAFFEY, PA 15757 COUNTY: CLEARFIELD	04/1999	
Census Data for this Geographical Region		
Median Head of Household Age:		
Median Income:		
Median Home Value:		
Median Education Level:		
12: 101 MEADOW VIEW CT APT 201, STAFFORD, VA 22554-7720		
Address	Dates	Phones
101 MEADOW VIEW CT APT 201 STAFFORD, VA 22554-7720 COUNTY: STAFFORD	10/1996	491-5875
Census Data for this Geographical Region		
Median Head of Household Age:		
Median Income:		
Median Home Value:		
Median Education Level:		
13: 33 DARLING ST APT, SOUTHTON, CT 06489-2632		
Address	Dates	Phones
33 DARLING ST APT SOUTHTON, CT 06489-2632 COUNTY: HARTFORD	03/1994	(860) 628-5695 (860) 378-2140 (860) 426-9092 491-5875
Census Data for this Geographical Region		
Median Head of Household Age:		
Median Income:		
Median Home Value:		
Median Education Level:		
14: RR 1 BOX 17, FLINTON, PA 16640-9801		
Address	Dates	Phones
RR 1 BOX 17 FLINTON, PA 16640-9801 COUNTY: CAMBRIA	08/1993	
Census Data for this Geographical Region		
Median Head of Household Age:		
Median Income:		
Median Home Value:		

Median Education Level:

Other Associates

HAMILTON, DAVID C

HAMILTON, ANN H

HAMILTONEN, ANNES H

HAMILTON, JANE M

IVORY, JANE

SCOTT, JANE M

HAMILTON, JANEY M

SCOTT, JANEY M

15: 3 ARLINGTON ST, NORWALK, CT 06850-2604

Address

3 ARLINGTON ST
NORWALK, CT 06850-2604
COUNTY: FAIRFIELD

Dates

03/1992

Phones

Census Data for this Geographical Region

Median Head of Household Age:

Median Income:

Median Home Value:

Median Education Level:

16: PO BOX 214, IRVONA, PA 16656-0214

Address

PO BOX 214
IRVONA, PA 16656-0214
COUNTY: CLEARFIELD

Dates

12/1991

Phones

Census Data for this Geographical Region

Median Head of Household Age:

Median Income:

Median Home Value:

Median Education Level:

Residents

BALL, JAMES W

BALL, WALTER J

BALL, TERRI L

DAVIDSON, TERRI L

FALL, TERRI L

BALL, THERESA L

DAVIDSON, THERESA L

BALL, THERSA L

Other Associates

BALL, ANGELA KAY

CRAWFORD, ANGELA K

CRAWFORD, ANGIE K

17: 13668 LYNN ST, WOODBRIDGE, VA 22191-2124

Address

13668 LYNN ST
WOODBRIDGE, VA 22191-2124
COUNTY: PRINCE WILLIAM

Dates

11/1990

Phones

(703) 491-2449
491-5875

Census Data for this Geographical Region

Median Head of Household Age:

Median Income:

Median Home Value:

Median Education Level:

Other Associates

LENHART, LINDA M
 SHAFFER, LINDA M
 ZIPF, LINDA M

18: PO BOX, IRVONA, PA 16656

Address

PO BOX
 IRVONA, PA 16656
 COUNTY: CLEARFIELD

Dates

01/1989

Phones

Census Data for this Geographical Region

Median Head of Household Age:

Median Income:

Median Home Value:

Median Education Level:

Residents

BALL, WAL T

Potential Relatives**Potential Relatives**

No.	Full Name	Address	Phone
1.	BALL, THOMAS W SSN: 185-54-XXXX (PENNSYLVANIA: 1975-1976) DOB: 11/1973	RR 1 BOX 120 IRVONA, PA 16656-9747 COUNTY: CLEARFIELD	
1.1.	BALL, ROBERT R SSN: 210-56-XXXX (PENNSYLVANIA: 1977-1979) DOB: 10/1972	1093 MOSS CREEK RD NORTHERN CAMBRIA, PA 15714-8115 COUNTY: CAMBRIA	(814) 951-0317
1.2.	BALL, THOMAS W	PO BOX 404 OXFORD, AR 72565-0404 COUNTY: IZARD	
1.3.	BALL, ANGELA	HC 79 APT OXFORD, AR 72565 COUNTY: IZARD	
1.4.	BALL, DARRELL	HC 79 APT OXFORD, AR 72565 COUNTY: IZARD	
1.5.	BALL, LINDA	HC 79 APT OXFORD, AR 72565 COUNTY: IZARD	
1.6.	BALL, ANGELA	PO BOX 298 OXFORD, AR 72565-0298 COUNTY: IZARD	
2.	BALL, MELVA M M • AKA: BALL, MELVA MARIE SSN: 190-40-XXXX (PENNSYLVANIA: 1965-1967) DOB: 03/1950	RR 1 BOX 46K IRVONA, PA 16656-9729 COUNTY: CLEARFIELD	
2.1.	BALL, TINA	PO BOX 398 OXFORD, AR 72565-0398 COUNTY: IZARD	
3.	BALL, WALTER JAY • AKA: JAY BALL, WALTER	RR 1 BOX 46K IRVONA, PA 16656-9729	

SSN: 048-30-XXXX
(CONNECTICUT: 1954-1958)
✱ SSN belongs to a person reported as deceased.

DOB: 05/1939

COUNTY: CLEARFIELD

3.1. BALL, JAY W

HC 79 BOX 398
OXFORD, AR 72565-9409
COUNTY: IZARD

4. BALL, MELA J

RR 1 BOX 46K
IRVONA, PA 16656-9729
COUNTY: CLEARFIELD

5. BALL, JAMES W
SSN: 185-54-XXXX
(PENNSYLVANIA: 1975-1976)
✱ SSN belongs to a person reported as deceased.
DOB: 01/1972

PO BOX 214
IRVONA, PA 16656-0214
COUNTY: CLEARFIELD

5.1. BALL, WALTER J

GENERAL DELIVERY
OXFORD, AR 72565-9999
COUNTY: IZARD

6. BALL, WALTER J
DOB: 08/1966

PO BOX 214
IRVONA, PA 16656-0214
COUNTY: CLEARFIELD

7. BALL, TERRI L
• AKA: DAVIDSON, TERRI L
• AKA: FALL, TERRI L
• AKA: BALL, THERESA L
• AKA: DAVIDSON, THERESA L
• AKA: BALL, THERSA L
SSN: 185-54-XXXX
(PENNSYLVANIA: 1975-1976)
DOB: 03/1971
DOB: 03/1971

PO BOX 214
IRVONA, PA 16656-0214
COUNTY: CLEARFIELD

7.1. DAVIDSON, JUDY A
SSN: 170-30-XXXX
(PENNSYLVANIA: 1953-1956)
DOB: 09/1938

RR 1 BOX 260
MAHAFFEY, PA 15757-9801
COUNTY: CLEARFIELD

7.2. DAVIDSON, RANDELE L
• AKA: DAVIDSON, RANDALL L
• AKA: TRUCKING, RANDALL L
• AKA: TRUCKING, RANDY DAVIDSON
SSN: 182-52-XXXX
(PENNSYLVANIA: 1974-1975)
DOB: 1966
DOB: 01/1961

182 BANNER RIDGE RD
MAHAFFEY, PA 15757-6301
COUNTY: CLEARFIELD

7.3. DAVIDSON, WAVA J
• AKA: HAUCK, WAVA J
SSN: 194-34-XXXX
(PENNSYLVANIA: 1960-1963)
DOB: 12/1944

2272 CLOVER RUN RD
MAHAFFEY, PA 15757-7002
COUNTY: CLEARFIELD

(814) 277-6766

7.4. BALL, WALTER

RR 1 BOX 44
MAHAFFEY, PA 15757-9801
COUNTY: CLEARFIELD

7.5. DAVIDSON, WAVA J

RR 1 BOX 44
MAHAFFEY, PA 15757-9801
COUNTY: CLEARFIELD

8. BALL, WAL T

PO BOX
IRVONA, PA 16656
COUNTY: CLEARFIELD

Associated EntitiesPerson**Person Associates**

No.	Full Name	Address	SSN	Phone	DOB
1.	BALL, ANGELA KAY CRAWFORD, ANGELA K CRAWFORD, ANGIE K	PO BOX 214 IRVONA, PA 16656-0214 COUNTY: CLEARFIELD	174-62-XXXX (PENNSYLVANIA: 1981-1984)		10/1972 10/1972
2.	SAMUEL, D BRINK BRINK, SAM D BRINK, SAMUEL D	1382 PUNKIN RIDGE RD LA JOSE, PA 15753-7125 COUNTY: CLEARFIELD	171-46-XXXX (PENNSYLVANIA: 1969-1971)		01/1953
3.	DAVID, CHARLES HAMILTON HAMILTON, DAVID HAMILTON, DAVID C	101 MEADOW VIEW CT APT STAFFORD, VA 22554-7720 COUNTY: STAFFORD	171-58-XXXX (PENNSYLVANIA: 1977-1979)	(540) 288- 9425 (540) 659- 2597 (540) 657- 8549	1961 1965
4.	HAMILTON, DAVID C	RR 1 BOX 17 FLINTON, PA 16640-9801 COUNTY: CAMBRIA	189-34-XXXX (PENNSYLVANIA: 1960-1962)		05/1943
5.	HAMILTON, ANN H HAMILTONEN, ANNES H	RR 1 BOX 17 FLINTON, PA 16640-9801 COUNTY: CAMBRIA	194-36-XXXX (PENNSYLVANIA: 1963-1964)		06/1945
6.	HAMILTON, JANE M IVORY, JANE SCOTT, JANE M HAMILTON, JANEY M SCOTT, JANEY M	RR 1 BOX 17 FLINTON, PA 16640-9801 COUNTY: CAMBRIA	159-66-XXXX (PENNSYLVANIA: 1985-1987)		06/1968 1967
7.	LENHART, LINDA M SHAFFER, LINDA M ZIPF, LINDA M	13668 LYNN ST WOODBIDGE, VA 22191- 2124 COUNTY: PRINCE WILLIAM	205-64-XXXX (PENNSYLVANIA: 1985-1987)	(703) 491- 2449	11/1970
8.	TINA, M BALL	PO BOX 52 MAHAFFEY, PA 15757-0052 COUNTY: CLEARFIELD			
9.	HAMILTON, DAVID C	101 MEADOW VIEW CT APT STAFFORD, VA 22554-7720 COUNTY: STAFFORD		(540) 288- 9425 (540) 659- 2597 (540) 657- 8549	

Neighbors**Neighbors**

Name	Address	Phone
	RR 1 BOX 46 IRVONA, PA 16656-9801 COUNTY: CLEARFIELD	
	RR 1 BOX 46 IRVONA, PA 16656-9729 COUNTY: CLEARFIELD	
	RR 1 BOX 46K IRVONA, PA 16656-9729 COUNTY: CLEARFIELD	
	RR 1 BOX 46A IRVONA, PA 16656-9729 COUNTY: CLEARFIELD	
	RR 1 BOX 46B IRVONA, PA 16656-9729	

RR 1 BOX 46K, IRVONA, PA



COUNTY: CLEARFIELD

Sources

Sources

All Sources	40 Source
Person Locator 1	1 Source
Historical Person Locator	23 Source
Person Locator 2	12 Source
Tax Assessor Records	3 Source
Utility Locator	1 Source

Key:

-  High or moderate risk indicator. These flags may prompt you to investigate further
-  The most recent telephone listing as reported by the EDA source

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Source: [Public Records](#) > [SmartLinx\(TM\)](#) > [SmartLinx\(TM\) - Person Summary Reports](#) 

Terms: **last-name(Ball)** , **first-name(Tina)** , **other-name(M)** , **state(PA)** , **ssn(103-10326)** ([Edit Search](#))

View: Full

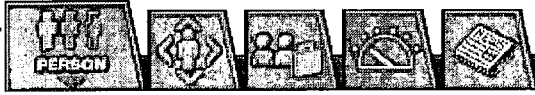
Date/Time: Wednesday, March 15, 2006 - 8:53 AM EST



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Last Name		First Name		Middle Name		SSN	
Street Address			City		State	Zip	County
Phone		DOB		Age Range			

☐ Search for other possible name spellings
 ☐ Include Bankruptcies (\$0.25)





















































































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Search completed

Records: 1 to 29 of 29

Click Icons Below To Run a Report		Export to Excel		Icon Legend		Click Icons Below To Run a Report	
All	Full Name	Age/DOB	Address	Dates	Phone Information		
	TINA M BALL	37 May 23, 1968	RR 1 BOX 46K IRVONA PA 16656-9729	Nov 00 - Jan 06			
	TINA M BALL		9343 TYRONE PIKE IRVONA PA 16656-8705	May 05 - Aug 05			
	TINA M BALL		PO BOX 46K IRVONA PA 16656-0046	May 05			
	TINA M BALL		RR 1 BOX 120 IRVONA PA 16656-9747	Oct 04 - Apr 05			
	TINA M BALL	37 May 23, 1968	PO BOX 52 MAHAFFEY PA 15757-0052	May 99 - Feb 05	672-4389		
	TINA M BALL		1382 PUNKIN RIDGE RD LA JOSE PA 15753-7125	Apr 02 - Oct 04			
	TINA M BALL	May 23, 1968	RR 1 BOX 548 LA JOSE PA 15753-9801	Jan 89 - Jun 03	491-5875		
	TINA M BALL	37 May 23, 1968	RR 1 BOX B548 LA JOSE PA 15753-9801	Jan 95 - Nov 02			
	TINA M BALL		RR 1 BOX 503	Apr 02 - Jun 02			

 		LA JOSE PA 15753-9614			
 	TINA M BALL 	RR 1 BOX 559 LA JOSE PA 15753-9616	Apr 02 - Jun 02		
 	TINA M BALL 	RR 1 BOX 548 LA JOSE PA 15753-9801	Feb 01	672-4389	
 	M BALL TINA 	RR 1 BOX 548 LA JOSE PA 15753-9801	Feb 01	672-4389	
 	M B TINA 	PO BOX 148 MAHAFFEY PA 15757-0148	Jul 99 - Oct 00		
 	M BALL TINA 	PO BOX 52 MAHAFFEY PA 15757-0052	Oct 00	672-4389	
 	TINA M BALL 37  May 23, 1968	PO BOX 548 LA JOSE PA 15753	Sep 96 - Nov 99	491-5875	
 	TINA M BALL 37  May 23, 1968	PO BOX 548 LA JOSE PA 15753	Feb 98 - Nov 99	277-8864	
 	TINA M BALL 	WATER ST MAHAFFEY PA 15757	Apr 99	672-5848	
 	M B TINA 	RR 1 BOX 548 LA JOSE PA 15753-9616	Sep 98		
 	TINA M BALL 37  May 23, 1968	RR 1 BOX 548 RIDGWAY PA 15853-9801	Oct 96 - Jan 97		
 	TINA M BALL 37  May 23, 1968	101 MEADOW VIEW CT APT 201 STAFFORD VA 22554-7720	Sep 89 - Oct 96	672-5848	
 	TINA M BALL 	101 MEADOW VIEW CT APT 201 STAFFORD VA 22554-7720	Nov 95 - Oct 96	491-5875	
 	TINA M BALL 	33 DARLING ST SOUTHINGTON CT 06489-2632	Jan 89 - Mar 94	491-5875	
 	TINA M BALL 37  May 23, 1968	RR 1 BOX 17 FLINTON PA 16640-9801	Feb 91 - Aug 93	491-5875	
 	TINA BALL 	3 ARLINGTON ST NORWALK CT 06850-2604	Mar 92		
 	TINA M BALL 	PO BOX 214 IRVONA PA 16656-0214	Jan 89 - Dec 91	491-5875	
 	TINA M BALL 	13668 LYNN ST WOODBIDGE VA 22191-2124	Nov 90	491-5875	
 	TINA M BALL 	PO BOX IRVONA PA 16656	Jan 89	491-5875	
 	TINA M BALL 	RR 1 BOX 46 IRVONA PA 16656-9801	Jan 89	672-4389	
 	M BALL TINA 	RR 1 BOX 46 IRVONA PA 16656-9801	Jan 89	672-4389	



Records: 1 to 29 of 29

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

FORD MOTOR CREDIT CO.,)	
	)	NO. 05-1028-CD
Plaintiff,)	
)	
v.)	
)	
TINA M. BALL,)	
)	
Defendant.)	

ORDER OF COURT

AND NOW, this ____ day of _____, 2006, upon consideration of the forgoing Motion, it is Ordered that said Motion is GRANTED. Service of original process in this matter shall be made on the Defendant by Plaintiff's counsel by mailing a copy of the Complaint by Certified Mail, Return Receipt Requested and by regular United States Mail postage prepaid to the Defendant's last known addresses of RR 1, Box 46K, Irvona, PA 16656 and 962 Strongs Road, Irvona, PA 16656, with said service deemed effective upon the date of mailing.

By the Court:

_____. J.

CA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

FORD MOTOR CREDIT CO.,
Plaintiff

vs.

TINA M. BALL,
Defendant

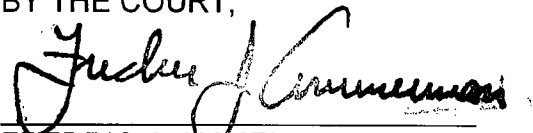
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NO. 05-1028-CD

ORDER

NOW, this 20th day of March, 2006, the Plaintiff is granted leave to serve the Complaint in Civil Action upon the Defendant Tina M. Ball by publication one time in The Progress (Clearfield) and the Clearfield County Legal Journal, by regular mail and by certified mail, return receipt requested, at the Defendant's addresses of, RR 1, Box 46K, Irvona, PA 16656 and 962 Strongs Road, Irvona, PA 16656. All further service of legal papers, including but not limited to motions, petitions and rules shall be made by certified and regular mail to Defendant's addresses.

BY THE COURT,



FREDRIC J. AMMERMAN
President Judge

FILED
01/10/37/07
MAR 21 2006

3cc
Atty Morris
@

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

FORD MOTOR CREDIT CO.,

Plaintiff,

v.

TINA M. BALL,

Defendant.

NO. 05-1028-CD

**PRAECIPE TO
REINSTATE
COMPLAINT**

Filed on behalf of:
Ford Motor Credit Co.,
Plaintiff

Plaintiff

Counsel of Record for This
Party:

Gregg L. Morris, Esquire
Pa I.D. #69006

Patenaude & Felix, A.P.C.
213 E. Main Street
Carnegie, PA 15106
(412)429-7675

BALL, TINA 2800.2815.wpd

FILED Any pd. 7.00
APR 21 2006 1 Compl. Reinstated
to Atty
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

FORD MOTOR CREDIT CO.,)	
	)	NO. 05-1028-CD
Plaintiff,)	
)	
v.)	
)	
TINA M. BALL,)	
)	
Defendant.)	

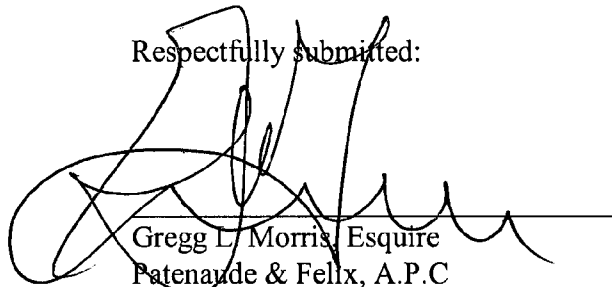
PRAECIPE TO REINSTATE COMPLAINT

TO: Prothonotary

Please reinstate Complaint in Civil Action on behalf of Plaintiff, Ford Motor Credit Company, and against Defendant, above named. Thank you.

Respectfully submitted:

Date: 4/19/06


Gregg L. Morris, Esquire
Patenau & Felix, A.P.C
213 E. Main Street
Carnegie, PA 15106
(412) 429-7675

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

FORD MOTOR CREDIT CO.,

Plaintiff,

v.

TINA M. BALL,

Defendant.

NO. 05-1028-CD

**AFFIDAVIT OF SERVICE AND
PROOF OF PUBLICATION**

Filed on behalf of
Ford Credit t/d/b/a
Ford Motor Credit Co.,
Plaintiff

Counsel of Record for This
Party:

Gregg L. Morris, Esquire
Pa I.D. #69006

Patenaude & Felix, A.P.C.
213 E. Main Street
Carnegie, PA 15106
(412) 429-7675

FILED
m/1:45/61
MAY 22 2008
cc


William A. Shaw
Prothonotary/Clerk of Courts

COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF ALLEGHENY) SS:

Tina M. Ball
962 Strongs Road
Irvona, PA 16656


A true and correct copy of the certified mail receipt, marked Exhibit "A", is attached hereto, and made a part hereof. He further deposes and states that proof of publication in The Progress (Clearfiled) and the Clearfield County Legal Journal are attached hereto collectively referred to as Plaintiff's Exhibit "B" and incorporated herein by reference.

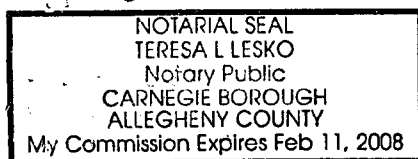
and incorporated herein by reference.



Gregg L. Morris, Esquire
Attorney for Plaintiff

me this 18th day of May, 2006

 Allen J. Teske
Notary Public



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Return Receipt Fee (Endorsement Required)	1.85
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 488

Sent To	Tina M. Ball
Street, Apt. No., or PO Box No.	962 Strong Road
City, State, ZIP+4	Irvington, PA 16656

PS Form 3800, June 2002 See Reverse for Instructions

7004 0750 0003 1805 4354

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CERTIFIED MAILTM RECEIPT	
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For delivery information visit our website at www.usps.com	
OFFICIAL USE	
Postage	\$ 63
Certified Fee	2.40
Return Receipt Fee (Endorsement Required)	1.85
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 488

Sent To	Tina M. Ball
Street, Apt. No., or PO Box No.	R.R. Box 466
City, State, ZIP+4	Irvington, PA 16656

PS Form 3800, June 2002 See Reverse for Instructions

Exhibit "A"

IN THE COURT
OF COMMON PLEAS
OF CLEARFIELD COUNTY,
PENNSYLVANIA
NO. 05-1028-CD
FORD MOTOR CREDIT CO.,
Plaintiff
v.

TINAM. BALL,
Defendant.

CIVIL ACTION FOR
DEFAULT OF A
RETAIL INSTALLMENT
CONTRACT FOR SALE
OF AN AUTOMOBILE
NOTICE

If you wish to defend, you must enter a written appearance personally or by attorney and file your defenses or objections in writing with the court. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you without further notice for relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LE-

GAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

DAVIDS. MEHOLICK
COURT ADMINISTRATOR
CLEARFIELD COUNTY
COURTHOUSE
CLEARFIELD, PA 16830
(814) 765-2641, Ext. 5982

4:24-1d-b

PROOF OF PUBLICATION

STATE OF PENNSYLVANIA :
COUNTY OF CLEARFIELD : SS:

On this 26th day of April, A.D. 20 06, before me, the subscriber, a Notary Public in and for said County and State, personally appeared Margaret E. Krebs, who being duly sworn according to law, deposes and says that she is the President of The Progressive Publishing Company, Inc., and Associate Publisher of The Progress, a daily newspaper published at Clearfield, in the County of Clearfield and State of Pennsylvania, and established April 5, 1913, and that the annexed is a true copy of a notice or advertisement published in said publication in

the regular issues of April 24, 2006

And that the affiant is not interested in the subject matter of the notice or advertising, and that all of the allegations of this statement as to the time, place, and character of publication are true.

Margaret E. Krebs

Sworn and subscribed to before me the day and year aforesaid.

Cheryl J. Robison
Notary Public Clearfield, Pa.

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal
Cheryl J. Robison, Notary Public
Clearfield Boro, Clearfield County
My Commission Expires Oct. 31, 2007

Member, Pennsylvania Association Of Notaries

My Commission Expires
October 31, 2007

Exhibit "B"

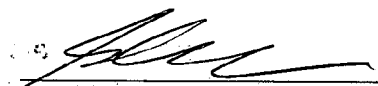
PROOF OF PUBLICATION

STATE OF PENNSYLVANIA :

:

COUNTY OF CLEARFIELD :

On this 28th day of April AD 2006, before me, the subscriber, a Notary Public in and for said County and State, personally appeared Gary A. Knaresboro editor of the Clearfield County Legal Journal of the Courts of Clearfield County, and that the annexed is a true copy of the notice or advertisement published in said publication in the regular issues of Week of April 28, 2006. Vol. 18 No. 17. And that all of the allegations of this statement as to the time, place, and character of the publication are true.



Gary A. Knaresboro, Esquire
Editor

Sworn and subscribed to before me the day and year aforesaid.



Notary Public
My Commission Expires

NOTARIAL SEAL SHARON J. PUSEY, Notary Public Clearfield, Clearfield County, PA My Commission Expires APRIL 7, 2007

Patenaude Felix A.P.C.
213 East Main Street
Carnegie PA 15106

2800.2815

**IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY,
PENNSYLVANIA**

**FORD MOTOR CREDIT CO., Plaintiff,
v. TINA M. BALL, Defendant
CIVIL ACTION FOR DEFAULT OF A
RETAIL INSTALLMENT CONTRACT FOR
SALE OF AN AUTOMOBILE
NOTICE**

If you wish to defend, you must enter a written appearance personally or by attorney and file your defenses or objections in writing with the court. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you without further notice for the relief requested by the plaintiff. You may lose money or property or other rights important to you.

**YOU SHOULD TAKE THIS PAPER TO
YOUR LAWYER AT ONCE. IF YOU DO
NOT HAVE A LAWYER OR CANNOT
AFFORD ONE, GO TO OR TELEPHONE
THE OFFICE SET FORTH BELOW TO
FIND OUT WHERE YOU CAN GET LEGAL
HELP:**

**IF YOU CANNOT AFFORD TO HIRE A
LAWYER, THIS OFFICE MAY BE ABLE TO
PROVIDE YOU WITH INFORMATION
ABOUT AGENCIES THAT MAY OFFER
LEGAL SERVICES TO ELIGIBLE
PERSONS AT A REDUCED FEE OR NO
FEE.**

**DAVID S. MEHOLICK, COURT ADMIN-
ISTRATION, CLEARFIELD COUNTY
COURTHOUSE, CLEARFIELD, PA 16830
(814) 765-2641 Ext. 5982**

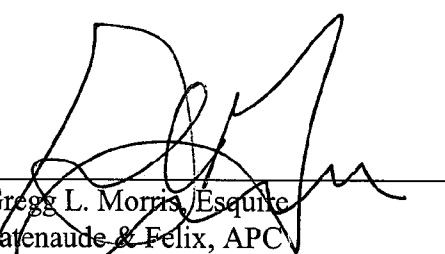
**Patenaude Felix A.P.C., 213 East Main
Street, Carnegie, PA 15106. 412-429-7675.**

I, Gregg L. Morris, attorney for Plaintiff, above named, hereby certify that a true and correct copy of foregoing document was served this date by Certified Mail, return receipt requested, and by regular United States mail, postage pre-paid, on May 18, 2006, to the following:

Tina M. Ball
962 Strongs Road
Irvona, PA 16656

Tina M. Ball
RR 1, Box 46K
Irvona, PA 16656

Date: 5/18/06



Gregg L. Morris, Esquire
Patenaude & Felix, APC
Attorney for Plaintiff
213 E. Main Street
Carnegie, PA 15106
(412) 429-7675

GREGG L. MORRIS, ESQ.
PATENAUDE & FELIX, A.P.C.
213 E. MAIN STREET
CARNEGIE, PA 15106
(412) 429-7675
FACSIMILE (412) 429-7679
PA ID#69006

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

FORD CREDIT PRIMUS FINANCIAL
AUTOMOTIVE SERVICES

Plaintiff,

v.

TINA M BALL ,

Defendant(s).

)
)
) NO. 05 1028 CD
)
)
)
)
)
)

**P R A E C I P E F O R
D E F A U L T J U D G M E N T**

Filed on behalf of:
FORD CREDIT PRIMUS FINANCIAL
AUTOMOTIVE SERVICES,
Plaintiff

Counsel of Record for This Party:

Gregg L. Morris, Esquire
Pa I.D. #69006

Patenaude & Felix, A.P.C.
213 East Main Street
Carnegie, PA 15106
(412) 429-7675

FILED

JUN 16 2006
m/3:50/ atty morris pd
William A. Shaw \$20.00
Prothonotary/Clerk of Courts
(58) Notarized
Ref
Statement to
Atty.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

FORD CREDIT PRIMUS FINANCIAL)	
AUTOMOTIVE SERVICES,)	
	)	NO. 05 1028 CD
Plaintiff)	
)	
v.)	
)	
TINA M BALL ,)	
)	
Defendant(s))	

PLAINTIFF'S PRAECIPE FOR DEFAULT JUDGMENT

TO: PROTHONOTARY

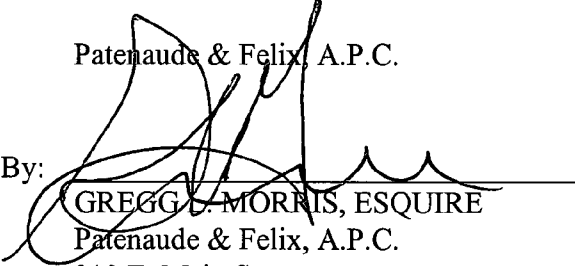
Please enter a judgment against the Defendant(s), above named, for failure to file an Answer to Plaintiff's complaint.

Amount claimed in Complaint	\$9,359.89
Interest from January 24, 2005	\$1,110.67
Attorney's fees	<u>\$2,800.00</u>
TOTAL	\$13,270.56

With continuing interest on the principal amount of \$13,270.56, with interest at the legal rate, plus costs of suit.

I hereby certify that a written notice of intention to file this praecipe was mailed to the Defendant(s) and Defendant(s) counsel (if known), after the default had occurred and at least ten (10) days prior to the date of the filing of this praecipe. A copy of the Notice is attached.

Patenaude & Felix, A.P.C.

By: 
GREGG C. MORRIS, ESQUIRE
Patenaude & Felix, A.P.C.
213 E. Main Street
Carnegie, PA 15106
(412) 429-7675

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

FORD CREDIT PRIMUS FINANCIAL
AUTOMOTIVE SERVICES,

Plaintiff

v.

TINA M BALL ,

Defendant(s)

)
)
) NO. 05 1028 CD
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**PLAINTIFF'S AFFIDAVIT OF NON-MILITARY SERVICE AND MAILING OF
NOTICE PURSUANT TO PA.R.C.P. 1037(b)**

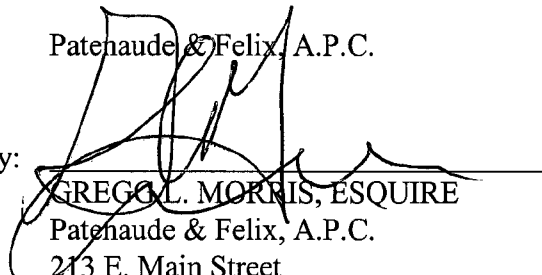
COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF ALLEGHENY)

Before me, the undersigned authority, a Notary Public in and for said County and State,
Personally appeared Gregg L. Morris, Attorney for and authorized representative of Plaintiff, who being
duly sworn according to law, deposes and states that the Defendant(s), TINA M BALL , is not in the
military service of the United States of America to the best of his knowledge, information and belief and
certifies that Notice of Intent to take Default Judgment was mailed in accordance with Pa.R.C.P. 237.1,
as evidenced by the attached copy.

Patehaude & Felix, A.P.C.

By:


GREGG L. MORRIS, ESQUIRE
Patehaude & Felix, A.P.C.
213 E. Main Street
Carnegie, PA 15106
(412) 429-7675

Sworn to and subscribed before me
this 14th day of June 2006.


Notary Public

NOTARIAL SEAL
TERESA L LESKO
Notary Public
CARNEGIE BOROUGH
ALLEGHENY COUNTY
My Commission Expires Feb 11, 2008

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

FORD MOTOR CREDIT CO.,

Plaintiff,

v.

TINA M. BALL,

Defendant.

)
)
)
)
)
)
)
)
)

NO. 05-1028-CD

IMPORTANT NOTICE

Filed on behalf of:
Ford Motor Credit Co.

Plaintiff

Counsel of Record for This
Party:

Gregg L. Morris, Esquire
Pa I.D. #69006

Patenaude & Felix, A.P.C.
213 E. Main Street
Carnegie, PA 15106
(412)429-7675

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

FORD MOTOR CREDIT CO.,)	
	)	NO. 05-1028-CD
Plaintiff,)	
)	
v.)	
)	
TINA M. BALL,)	
)	
Defendant.)	
To: Tina M. Ball		Tina M. Ball
RR 1, Box 46K		962 Strongs Rd.
Irvona, PA 16656		Irvona, PA 16656

Date of Notice: June 1, 2006

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS.

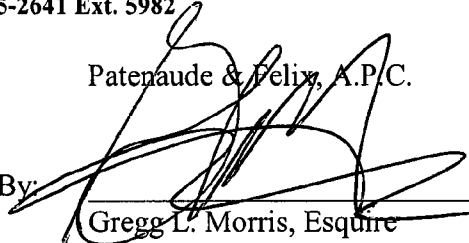
YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

DAVID S. MEHOLICK
COURT ADMINISTRATION
CLEARFIELD COUNTY COURTHOUSE
CLEARFIELD, PA 16830
(814) 765-2641 Ext. 5982

Patenaude & Felix, A.P.C.

By:

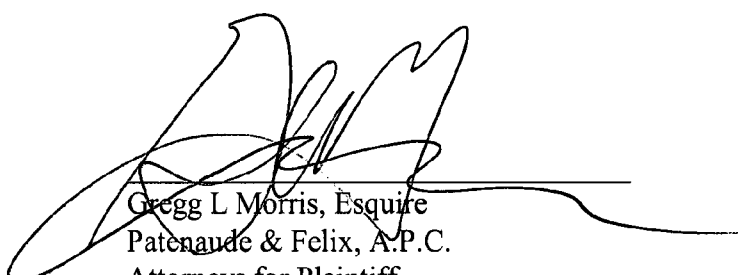

Gregg L. Morris, Esquire
Patenaude & Felix, A.P.C.
213 E. Main Street
Carnegie, PA 15106
(412) 429-7675

I, Gregg L Morris, attorney for Plaintiff, Ford Motor Credit Co., hereby certify that a true and correct copy of the foregoing document was served this date by US First Class Mail, postage prepaid upon the following:

Tina M. Ball
962 Strongs Road
Irvona, PA 16656

Tina M. Ball
RR 1, Box 46K
Irvona, PA 16656

Date: June 1, 2006



Gregg L Morris, Esquire
Patenaude & Felix, A.P.C.
Attorneys for Plaintiff
213 E. Main Street
Carnegie, PA 15106
(412) 429-7675

GREGG L. MORRIS, ESQ.
PATENAUDE & FELIX, A.P.C.
213 E. MAIN STREET
CARNEGIE, PA 15106
(412) 429-7675
FACSIMILE (412) 429-7679
PA ID#69006

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

FORD CREDIT PRIMUS FINANCIAL
AUTOMOTIVE SERVICES

Plaintiff,

v.

TINA M BALL ,

Defendant(s).

)
)
) NO. 05 1028 CD
)
)
)
)
)
)

**NOTICE OF ORDER,
DECREE OR JUDGMENT**

Filed on behalf of:
FORD CREDIT PRIMUS FINANCIAL
AUTOMOTIVE SERVICES,
Plaintiff

Counsel of Record for This Party:

Gregg L. Morris, Esquire
Pa I.D. #69006

Patenaude & Felix, A.P.C.
213 East Main Street
Carnegie, PA 15106
(412) 429-7675

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

FORD CREDIT PRIMUS FINANCIAL)
AUTOMOTIVE SERVICES,)
) NO. 05 1028 CD
Plaintiff)
)
v.)
)
TINA M BALL ,)
)
Defendant(s))

NOTICE OF ORDER, DECREE OR JUDGMENT

TO: () Plaintiff (X) Defendant () Garnishee () Additional Defendant

You are hereby notified that the following Order, Decree, or Judgment has been entered
against you on June 16, 2006

() Decree Nisi in Equity
() Final Decree in Equity
(X) Judgment of () Confession () Verdict () Court Order
(X) Default () Non-suit
() Non-Pros () Arbitration Award

(X) Judgment in the amount of \$13,270.56, plus cost.
() District Justice Transcript of Judgment in the amount of \$ _____,
plus costs.
() If not satisfied within sixty (60) days, your motor vehicle operator's license will be
suspended by the Department of Transportation.

Prothonotary

By William L. Morris

Deputy

If you have questions concerning the above, please contact:

Name of Attorney: GREGG L. MORRIS, ESQUIRE
213 E. Main Street
Carnegie, PA 15106
(412) 429-7675

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA
STATEMENT OF JUDGMENT

Ford Motor Credit Co.
Plaintiff(s)

No.: 2005-01028-CD

Real Debt: \$13,270.56

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Tina M. Ball
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: June 16, 2006

Expires: June 16, 2011

Certified from the record this June 16, 2006



William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

Received on _____, _____, of defendant full satisfaction of this Judgment,
Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

Plaintiff/Attorney

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

FORD MOTOR CREDIT CO.

Plaintiff

v.

TINA M BALL

Defendant(s)

CSB BANK

Garnishee

**PRAECIPE FOR WRIT OF
EXECUTION**

Filed on behalf of:
FORD MOTOR CREDIT CO.

Counsel of Record for This Party:

Gregg L. Morris, Esquire
Pa I.D. #69006

Patenaude & Felix, A.P.C.
213 E. Main Street
Carnegie, PA 15106
(412) 429-7675

FILED *Atty pd.*
MT 08/07
20.00
SEP 20 2010
acc & Lewin's
to Sheriff
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

FORD MOTOR CREDIT CO.

Plaintiff

v.

TINA M BALL

Defendant(s)

CSB BANK

Garnishee

NO. 05 1028 CD

PRAECIPE FOR WRIT OF EXECUTION

To The Prothonotary:

Issue writ of execution in the above matter,

- (1) directed to the Sheriff of Clearfield County;
- (2) against, TINA M BALL Defendant(s);
- (3) against, CSB BANK, Garnishee;
- (4) and index this writ
- (a) against, Defendant(s) TINA M BALL, Defendant(s); and
- (b) against CSB BANK, Garnishee;

as a *lis pendens* against real property of the Defendant(s) in the name of the garnishee as follows:

- (5) Amount due
Interest from June 16, 2006
At 6.00 % per annum
(Costs to be added)

\$13,270.56

\$2,315.97

\$

146.00

Prothonotary costs

Attorney for Plaintiff

FORD MOTOR CREDIT CO.

NO. 05 1028 CD

TINA M BALL

Defendant(s)

CSB BANK

Garnishee

Patenaude & Felix, A.P.C.
213 E. Main Street
Carnegie, PA 15106
(412) 429-7675

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

FORD MOTOR CREDIT CO.)	
)	
Plaintiff	)	NO. 05 1028 CD
)	
v.)	
)	
TINA M BALL)	
)	
Defendant(s))	
)	
)	
CSB BANK)	
Garnishee)	

WRIT OF EXECUTION

To the Sheriff of Clearfield County:

To satisfy the judgment, interest and costs against TINA M BALL, Defendant(s),

(1) You are directed to levy upon the property of the defendant(s) and to sell his interest therein;

(2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of CSB BANK as Garnishee, and to notify garnishee that

(a) an attachment has issued;

(b) except as provided in paragraph (c), the garnishee is enjoined from paying any debt to or for the account of the defendant and from delivering any property of the defendant or otherwise disposing thereof;

(c) the attachment shall not include [any funds in an account of the defendant with a bank or other financial institution

(i) in which funds are deposited electronically on a recurring basis and are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law, or] (i) the first \$10,000 of each account of the defendant in with a bank or other financial institution containing any funds which are deposited electronically on a recurring basis and are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law.

(ii) each account of the defendant with a bank or other financial institution in which funds on deposit exceed \$10,000 at any time if all funds are deposited electronically on a recurring basis and are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law.

(iii) any funds in an account of the defendant with a bank or other financial institution that total \$300 or less. If multiple accounts are attached, a total of \$300 in all accounts shall not be subject to levy and attachment as determined by the executing officer. The funds shall be set

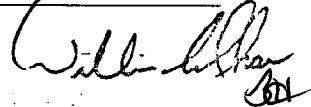
aside pursuant to the defendant's general exemption provided in 42 Pa.C.S. 8123.

(3) If property of the defendant not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify such person that he/she has been added as a garnishee and is enjoined as above stated.

Amount due	\$13,270.56
Interest from June 16, 2006	
At 6.00 % per annum	\$2,315.97
(Costs to be added)	\$

146.00 Prothonotary costs

Seal
BY 9/20/10

Prothonotary : 

FORD MOTOR CREDIT CO.

NO. 05 1028 CD

TINA M BALL

CSB BANK

Garnishee

Patenaude & Felix, A.P.C.
213 E. Main Street
Carnegie, PA 15106
(412) 429-7675

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

FORD MOTOR CREDIT CO.

Plaintiff

v.

TINA M BALL

Defendant(s)

CSB BANK

Garnishee

NO. 05 1028 CD

WRIT OF EXECUTION
NOTICE

This paper is a Writ of Execution. It has been issued because there is a judgment against you. It may cause your property to be held or taken to pay the judgment. You may have legal rights to prevent your property from being taken. A lawyer can advise you more specifically of these rights. If you wish to exercise your rights, you must act promptly.

The law provides that certain property cannot be taken. Such property is said to be exempt. There is a debtor's exemption of \$300. There are other exemptions which may be applicable to you. Attached is a summary of some of the major exemptions. You may have other exemptions or other rights.

If you have an exemption, you should do the following promptly: (1) Fill out the attached claim form and demand for a prompt hearing. (2) Deliver the form or mail it to the Sheriff's Office at the address noted.

You should come to court ready to explain your exemption. If you do not come to court and prove your exemption, you may lose some of your property.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

CLEARFIELD COUNTY COURTHOUSE
DAVID S. MEHOLICK, COURT ADMINISTRATOR 230 EAST MARKET STREET
CLEARFIELD PA 16830
814-765-2641

MAJOR EXEMPTIONS UNDER
PENNSYLVANIA AND
FEDERAL LAW

- A. \$300 statutory exemption
- B. Bibles, school books, sewing machines, uniforms and equipment
- C. Most wages and unemployment compensation
- D. Social Security Benefits
- E. Certain retirement funds and accounts
- F. Certain veteran and armed forces benefits
- G. Certain insurance proceeds
- H. Such other exemptions as may be provided by law

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

FORD MOTOR CREDIT CO.

Plaintiff

v.

TINA M BALL

Defendant(s)

CSB BANK

Garnishee

NO. 05 1028 CD

CLAIM FOR EXEMPTION
TO THE SHERIFF:

I, the above named defendant, claim exemption of property from levy or attachment:

(1) From my personal property in my possession which has been levied upon,

(a) I desire that my \$300 statutory exemption be

____ (i) set aside in kind (specify the property to be set aside in kind): _____

____ (ii) paid in cash following the sale of the property levied upon; or

(b) I claim the following exemption (specify property and basis of exemption): _____

(2) From my property which is in the possession of a third party, I claim the following exemptions:

(a) my \$300 statutory exemption be ____ in cash; ____ in kind (specify the property to be set aside in kind): _____

(b) other (specify the amount and the basis of the exemption): _____

I request a prompt hearing to determine the exemption. Notice of the hearing should be given to me at the following address: _____

(_____) _____

Telephone Number

I verify that the statements made in this Claim for Exemption are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.

Date: _____

Defendant

THIS CLAIM TO BE FILED WITH
THE OFFICE OF THE SHERIFF
OF CLEARFIELD COUNTY COURT OF COMMON PLEAS
CLEARFIELD, PA 16830

(814)-76-5-26

FORD MOTOR CREDIT CO.

NO. 05 1028 CD

Defendant(s)

Garnishee

Patenaude & Felix, A.P.C.
213 E. Main Street
Carnegie, PA 15106
(412) 429-7675

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

FORD MOTOR CREDIT CO.

Plaintiff

v.

TINA M BALL

Defendant(s)

CSB BANK

Garnishee

NO. 05 1028 CD

OFFICES OF PATENAUE & FELIX
BY: GREGG MORRIS, ESQUIRE
213 East Main St
Carnegie PA 15106
858-244-7675

**You are hereby notified to
plead to the enclosed
Interrogatories within 20
days from the date of
hereof or a default
judgment may be entered
against you.**

Gregg Morris, Esquire
Attorney for Plaintiff

INTERROGATORIES IN ATTACHMENT EXECUTION

You are required to answer the following interrogatories about Defendant(s) whose address is 962 STRONGS RD., IRVONA PA 16656. You must file with the Court answers to the following interrogatories within twenty (20) days after service upon you. Failure to do so may result in a default judgment being entered against you. A copy of said answers must be served on the undersigned. If your answer to any of the following interrogatories is affirmative, specify the amount, value and/or nature of the subject property.

1. At the time you were served or at any subsequent time, did you owe the defendant(s) any money or were you liable to defendant(s) on any negotiable or other written instrument, or did defendant(s) claim that you owed them any money or were you liable to them for any reason? If yes, please specify as set forth herein.

2. At the time you were served, or at any subsequent time, was there in your possession, custody or control, or in joint possession, custody or control of yourself or others, any property of any nature owned solely or in part by the Defendant(s)? If yes, please list and describe the property.

3. At the time you were served, or at any subsequent time, did you hold legal title to any property or any nature owned solely or in part by the Defendant(s)? If yes please list and describe the property.

4. At the time you were served, or at any subsequent time, did you hold as fiduciary any property in which the Defendant(s) had an interest? If yes, please list and describe the property.

5. At any time before or after you were served, did the Defendant(s) transfer or deliver any property to you, or to any person, or place pursuant to your directions or consent? If yes, what was the consideration therefore?

6. At any time after you were served, did you pay, transfer, or deliver any money or property to the Defendant(s) or to any person or place pursuant to their direction, or otherwise discharge any claim of the Defendant(s) against you.

7. If you are a bank or other financial institution, at the time you were served or at any subsequent time did the defendant have funds on deposit in an account in which funds are deposited electronically on a recurring basis and which are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law? If so, identify each account and state the reason for the exemption, the amount being withheld under each exemption and the entity electronically depositing those funds on a recurring basis.

8. If you are a bank or other financial institution, at the time you were served or at any subsequent time did the defendant have funds on deposit in an account in which the funds on deposit, not including any otherwise exempt funds, did not exceed the amount of the general monetary exemption under 42 Pa.C.S. § 8123? If so, identify each account.

Respectfully submitted:
Patenaude & Felix, A.P.C.

Date: September 14, 2010

Gregg L. Morris, Esquire
213 E. Main Street
Carnegie, PA 15106
(412) 429-7675

To Deputy 10/1/10

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 05-1028-CD

FORD MOTOR CREDIT CO.

vs

TINA M. BALL

TO: CSB BANK, Garnishee

SERVICE # 1 OF 2

WRIT OF EXECUTION, INTERROGATORIES TO GARNISHEE

SERVE BY: 12/17/2010

RUSH

HEARING:

PAGE: 107635

DEFENDANT:

CSB BANK, Garnishee

ADDRESS:

434 STATE ST.

CURWENSVILLE, PA 16833

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: GARNISHEE

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS:

VACANT

OCCUPIED

William A. Shaw
Prothonotary/Clerk of Courts

ATTEMPTS

SHERIFF'S RETURN

NOW, 10-5-2010 AT 11:18 AM / PM SERVED THE WITHIN

WRIT OF EXECUTION, INTERROGATORIES TO GARNISHEE ON CSB BANK, Garnishee, DEFENDANT

BY HANDING TO

Nancy Smeal

P.I.C.

A TRUE AND ATTESTED COPY OF THE ORIGINAL DOCUMENT AND MADE KNOW TO HIM / HER THE CONTENTS THEREOF.

ADDRESS SERVED

434 STATE ST.

Curwensville, Pa. 16833

NOW _____ AT _____ AM / PM POSTED THE WITHIN

WRIT OF EXECUTION, INTERROGATORIES TO GARNISHEE FOR CSB BANK, Garnishee

AT (ADDRESS) _____

NOW _____ AT _____ AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO CSB BANK, Garnishee

REASON UNABLE TO LOCATE _____

SWORN TO BEFORE ME THIS

_____ DAY OF _____ 2010

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

James E. Davis
Deputy Signature

James E. Davis
Print Deputy Name

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Dkt Pg. 107635

2 of 2

FORD MOTOR CREDIT CO.

NO. 05-1028-CD

-vs-

TINA M. BALL

WRIT OF EXECUTION/
INTERROGATORIES TO
GARNISHEE

TO: CSB BANK, Garnishee

SHERIFF'S RETURN

NOW OCTOBER 6, 2010 MAILED THE WITHIN:
PRAECIPE, WRIT NOTICE, WRIT, CLAIM FOR EXEMPTION, INTERROGATORIE
TO TINA M. BALL
AT: 962 STRONGS RD., IRVONA, PA. 16656
IN THE S.A.S.E.

FILED
9/14/2010
OCT 07 2010 (60)
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 107635

NO: 05-1028-CD

SERVICES 2

WRIT OF EXECUTION, INTERROGATORIES TO GARNISHEE

PLAINTIFF: FORD MOTOR CREDIT CO.

vs.

DEFENDANT: TINA M. BALL

TO: CSB BANK, Garnishee

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	PATENAUE	37155	20.00
SHERIFF HAWKINS	PATENADUE	37155	30.44

Sworn to Before Me This

_____ Day of _____ 2010

So Answers,



Chester A. Hawkins
Sheriff

FORD MOTOR CREDIT CO.

NO. 05 1028 CD

V.

Defendant(s)

Garnishee

Patenaude & Felix, A.P.C.
213 E. Main Street
Carnegie, PA 15106
(412) 429-7675

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

FORD MOTOR CREDIT CO.

Plaintiff

v.

TINA M BALL

Defendant(s)

CSB BANK

Garnishee

NO. 05 1028 CD

WRIT OF EXECUTION

To the Sheriff of Clearfield County:

To satisfy the judgment, interest and costs against TINA M BALL, Defendant(s),

(1) You are directed to levy upon the property of the defendant(s) and to sell his interest therein;

(2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of CSB BANK as Garnishee, and to notify garnishee that

(a) an attachment has issued;

(b) except as provided in paragraph (c), the garnishee is enjoined from paying any debt to or for the account of the defendant and from delivering any property of the defendant or otherwise disposing thereof;

(c) the attachment shall not include [any funds in an account of the defendant with a bank or other financial institution

(i) in which funds are deposited electronically on a recurring basis and are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law, or] (i) the first \$10,000 of each account of the defendant in with a bank or other financial institution containing any funds which are deposited electronically on a recurring basis and are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law.

(ii) each account of the defendant with a bank or other financial institution in which funds on deposit exceed \$10,000 at any time if all funds are deposited electronically on a recurring basis and are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law.

(iii) any funds in an account of the defendant with a bank or other financial institution that total \$300 or less. If multiple accounts are attached, a total of \$300 in all accounts shall not be subject to levy and attachment as determined by the executing officer. The funds shall be set

aside pursuant to the defendant's general exemption provided in 42 Pa.C.S. 8123.

(3) If property of the defendant not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify such person that he/she has been added as a garnishee and is enjoined as above stated.

Amount due	\$13,270.56
Interest from June 16, 2006	
At 6.00 % per annum	\$2,315.97
(Costs to be added)	\$

146.00 Prothonotary costs

Seal

BY

9/20/10

Prothonotary

Willie L. [Signature]

Received this writ this 20 day
September, A.D. 2010
3:00 A.M. (P.M.)

Charles A. Hawkins
Sheriff by Marilyn Hamr

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

S **FILED** *RC*

NOV 01 2010

W/ 1-30/10

William A. Shaw
Notary Public/Clerk of Courts

FORD MOTOR CREDIT CO.

Plaintiff

v.

TINA M BALL

Defendants(s)

CSB BANK

Garnishee

NO. 05 1028 CD *no 9C*

**PRAECIPE TO SETTLE
AND DISCONTINUE WITHOUT
PREJUDICE AS TO
GARNISHEE ONLY**

Filed on behalf of:
FORD MOTOR CREDIT CO.

Counsel of Record for This Party:

Gregg L. Morris, Esquire
Pa I.D. #69006

Patenaude & Felix, A.P.C.
213 E. Main Street
Carnegie, PA 15106
(412) 429-7675

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

FORD MOTOR CREDIT CO.

Plaintiff

v.

TINA M BALL

Defendant(s)

NO. 05 1028 CD

**PRAECIPE TO SETTLE AND DISCONTINUE WITHOUT PREJUDICE AS TO
GARNISHEE ONLY**

TO: Prothonotary

Please settle and discontinue the matter captioned above without prejudice as to
Garnishee only. Thank you.

Respectfully submitted:

Patenaude & Felix, A.P.C.

Date: October 22, 2010

Gregg L. Morris, Esquire
213 E. Main Street
Carnegie, PA 15106
(412) 429-7675

Sworn to and subscribed before me this

22 day of Oct., 2010.

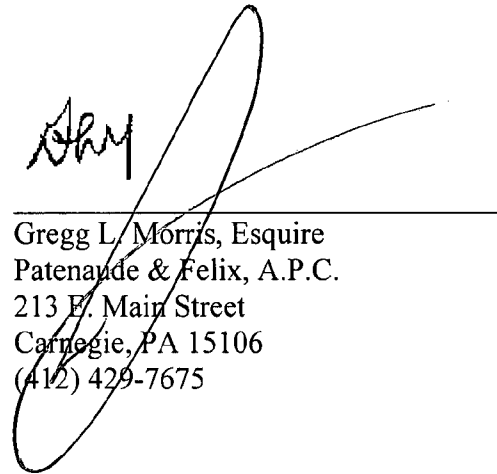
Carolyn J. Stewart
Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Carolyn J. Stewart, Notary Public
Carnegie Boro, Allegheny County
My Commission Expires Aug. 14, 2011
Member, Pennsylvania Association of Notaries

I, GREGG MORRIS, attorney for Plaintiff, FORD MOTOR CREDIT CO. , hereby
certify that a true and correct of the foregoing document was served this date by US First Class
Mail, postage prepaid upon the following:

CSB BANK
434 STATE ST
CURWENSVILLE PA 16833

Date: October 22, 2010



Gregg L. Morris, Esquire
Patenande & Felix, A.P.C.
213 E. Main Street
Carnegie, PA 15106
(412) 429-7675